

RIDING TO THE TOP THERAPEUTIC RIDING CENTER PARTICIPATION WAIVER AND RELEASE AGREEMENT

This Participation Waiver and Release Agreement is made by and between the undersigned rider, volunteer or participant in an equine activity or equine event (the "Participant"), the Participant's parents, guardians, or conservators if the Participant is a minor or ward ("Participant's Parents or Guardians"), and Riding to the Top Therapeutic Riding Center (the "Equine Activity Sponsor" and/or "Equine Professional"). This Agreement is a requirement and condition of participation in any equine activity or equine event conducted, provided, operated, organized or sponsored by the Equine Activity Sponsor or Equine Professional or whose property, facilities, animals, equipment or personnel are used in such connection.

In consideration of the opportunity to participate in equine activities or equine events, the Participant and, if a minor or ward, Participant's Parents or Guardians agree as follows.

1. Inherent Risks. The Participant and Participant's Parents or Guardians acknowledge and understand that horses and activities related to horses are inherently dangerous and that those dangers and conditions integral to equine activities or equine events include, but are not limited to, the propensity of horses to behave in ways that may result in damage to property or injury, harm, or death to persons on or around them (including behaviors such as bucking, biting, rearing, stepping on, falling, stumbling and shying); the unpredictability of a horse's reaction to sounds, movements, unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other horses, riders, or objects; the potential for the Participant to act in a negligent manner or otherwise fail to maintain control over the animal; and unpredictable or erratic actions by others on or near animals. Despite these inherent risks, the Participant has chosen, and Participant's Parents or Guardians have chosen to permit the Participant to work with and around horses and participate in equine activities and equine events.

2. Duties and Obligations: Statutory Assumption of Risk and Limitation of Liability. The Participant and Participant's Parents or Guardians are advised that under Maine law, with certain limited exceptions, an equine activity sponsor, equine professional or any other person engaged in an equine activity is not liable for any property damage or damages arising from the personal injury or death of a participant or spectator resulting from the inherent risks of equine activities. The Participant and Participant's Parents or Guardians are further advised that Maine law provides that each participant and spectator in an equine activity expressly assumes the risks and legal responsibility for any property damage or damages arising from personal injury or death that results from the inherent risks of equine activities. Each Participant has the sole responsibility for knowing the range of that person's ability to manage, care for and control a particular horse or perform a particular equine activity. It is the duty of each Participant to act within the limits of the Participant's own ability, to maintain reasonable control of the horse at all times while participating in any equine activity or event, to heed all warnings and instructions, and to refrain from acting in a manner that may cause or contribute to the injury of any person or damage to property. The Participant and Participant's Parents or Guardians understand these duties and obligations and have considered the Participant's particular physical, mental, and emotional condition or challenges in undertaking this express assumption of risk.

3. Release and Waiver. The Participant and Participant's Parents or Guardians understand the risks and dangers inherent in equine activities and do hereby waive and agree not to make any claim or seek any recovery from the Equine Activity Sponsor and Equine Professional and their respective directors, officers, trustees,

Participant's Parents or Guardians hereby further release and discharge the Equine Activity Sponsor and Equine Professional and their respective directors, officers, trustees, shareholders, employees, contractors, agents, and assigns from any and all actions, causes of actions, liabilities, claims, demands, damages, costs and expenses of any kind including, but not limited to, any claim of damages for bodily injury, illness, disease, death or loss of personal property now existing or which may in the future occur or result, directly or indirectly, from participation or involvement in any equine activity, program, or event. The Participant and Participant's Parents or Guardians understand and agree that this Release and Waiver is intended to be as broad as the law allows and specifically covers all claims or demands that may be based in whole or in part on the fault or negligence of the Equine Activity Sponsor and Equine Professional and their respective directors, officers, trustees, shareholders, employees, contractors, agents, and assigns.

4. Acknowledgment. The Participant and Participant's Parents or Guardians acknowledge that they have been given an opportunity to read and consider this Participation Waiver and Release Agreement. The Participant and Participant's Parents or Guardians understand that **THIS DOCUMENT CONTAINS AN EXPRESS ASSUMPTION OF RISK, A PROMISE NOT TO SUE, AND A WAIVER, RELEASE AND INDEMNITY FOR ALL CLAIMS.**

WARNING

UNDER MAINE LAW, AN EQUINE ACTIVITY SPONSOR, EQUINE PROFESSIONAL, OR OTHER PERSON ENGAGED IN EQUINE ACTIVITIES HAS LIMITED LIABILITY FOR INJURY OR DEATH RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES (7 M.R.S.A. §§ 4101; 4103-A).

PARTICIPANT:

(Signature) (Date)

(Print Name)

PARENTS, GUARDIANS OR CONSERVATORS ARE REQUIRED TO EXECUTE AGREEMENT IF PARTICIPANT IS A MINOR OR WARD

I am the parent, guardian or conservator of the Participant named in this Agreement. I have read the Agreement and understand its terms. I consent to the Participant's participation in the equine activities and equine events, and consent to the terms of participation. I have executed this Agreement on my own behalf and on behalf of the Participant. I agree to indemnify and hold harmless the Equine Activity Sponsor and Equine Professional and their respective directors, officers, trustees, shareholders, employees, contractors, agents, and assigns from any and all claims, demands, and actions that might be brought against them by or on behalf of the Participant, or other person claiming injury or loss as a result of any injury or loss to the Participant, including but not limited to claims, demands, or actions based in whole or in part on the negligence or fault of the Equine Activity Sponsor or Equine Professional.

PARENT/GUARDIAN/CONSERVATOR:

(Signature) (Date)

(Print Name)

PARENT/GUARDIAN/CONSERVATOR

(Signature) (Date)

(Print Name)