

RELEASE OF LIABILITY

THIS IS A VOLUNTARY RELEASE OF LIABILITY. IT IS ALSO A BINDING ASSUMPTION OF RISK AND INDEMNITY CONTRACT.

In consideration of presence at Cloud 9 Farm, Leigh Bryant's personal residence, in Bedford, NH (the "host facility") the undersigned _____, on behalf of him/herself, his or her representatives, assigns, executors, and heirs (collectively the "Participant"), hereby agrees as follows:

For purposes of this Agreement, auditors and spectators are considered a Participant. When the term "Participant" is used in this Agreement, I understand it includes auditors and spectators. I understand all Participants must adhere to the Barn Rules at all times while at the host facility. I understand I am not permitted into the animal area (defined herein) without supervision from Leigh Bryant or her volunteers. _____ *initial here.*

Release of Liability and Hold Harmless.

1. Participant hereby fully and forever releases, waives and discharges Leigh Bryant, her heirs, agents, assistants, representatives and assigns, (collectively the "Releasees") from any and all claims, demands, actions, or causes of action of any kind, which Participant may or might have against Releasees, arising from/or by reason of, any and all known and unknown, foreseen or unforeseen, bodily injuries, damage to property, and any consequences therefrom, which Participant may sustain due to Releasees' ordinary negligence.
2. Participant agrees that except for Releasees' gross negligence or willful misconduct, Participant shall not bring any demand, claim, legal action against and/or sue the Releasees for any economic or non-economic losses due to bodily injury, death, or property damage as a direct or indirect result of participation and/or operation and conduct of Releasees.
3. Participant hereby agrees to indemnify and hold harmless Releasees from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, including attorney's fees, costs and expenses of any kind, which may be made against them which arise out of the negligence of the Participant while the Participant is on the host premises.

Assumption of Risk for Equine Activities. Participant acknowledges he/she has read and understands the New Hampshire Equine Liability Statute.

Under N.H. Law, ponies are considered equines.

4. **Participant fully realizes the risks and dangers of participating (which includes auditing) in equine related activities and fully assumes the inherent risks associated with such audit/participation.** "Inherent risks of equine activities" means those dangers and conditions which are an integral part of equine activities, including, but not limited to: (a) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds,

sudden movements, and unfamiliar objects, persons, or other animals; (c) certain hazards such as surface and subsurface conditions (some may not be obvious to the Participant or reasonably not known by Leigh Bryant); (d) collisions with equines or objects; and (e) the potential of an another Participant, Assistant, or other Participant to act in a negligent manner that may contribute to injury of the Participant or others, such as failing to maintain control over a horse or not acting within a their ability.

5. Proper Attire. Participant acknowledges that all Participants are **required** to wear protective proper apparel while in the animal area (which encompasses the entire area behind the house, and is not limited to the fenced paddock). Participants must wear closed-toe shoes at all times in the animal area. Lee Bryant suggests Participants wear long pants and do not have torn or ripped clothing or any clothing with drawstrings (as the animals may pull on it).

6. This Release remains in effect for all future visits to the host premises, not merely the date of this Agreement.

Entire Agreement; Construction; Attorney's Fees. This contract contains the entire understanding of the parties concerning the subject matter (the Participation at the Facility), and may be modified only in writing. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder of the provisions contained herein. This Agreement shall be interpreted and construed by the laws of the State of New Hampshire. Should either party resort to legal action to enforce their rights under this Agreement, the prevailing party shall be entitled to collect their attorney's fees and court costs from the other party.

I have carefully read this Release and I fully understand its content. I am aware that this is a Release of Liability, a waiver of legal rights and a contract between me and Leigh Bryant. I sign this Release at my own free will.

NOTE: ONLY ONE RELEASE NEED BE COMPLETED PER FAMILY

Signature	Date
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Printed Name and Address

PHOTO RELEASE: I agree that as a condition and in consideration of participating in any activity, Leigh Bryant and/or her assigns may use, publish, copyright or assign photographs, videos, or any other likenesses of me taken while on the grounds. I hereby expressly and irrevocably waive and release any rights in connections with such use, including any claim to compensation, invasion of privacy, right of publicity or misappropriation.

Signature: _____

.....
ADDITIONAL INDEMNIFICATION Provision: This is in addition to the release and waiver contained in the Participant Release and applies to your minor child.

I knowingly and voluntarily agree to indemnify and hold harmless the Releasees for all actions, causes of actions, suits and any and all claims, demands and liabilities whatsoever, both in law and equity, absent Releasees gross negligence, which result from the participation of my child (named below) in activities at the host facility as described in the Participant Release, herein incorporated by reference. The terms hereof shall be binding on my executors, heirs, administrator, and assigns, and shall serve as an assumption of risk and general release for all members of my family including my minor child participating in any such activities.

Whereas the Participant is a minor, under the age of eighteen (18) years, the signatures of both parents/guardians are required below as well as the signature of the Minor. If only one parent/guardian signature is provided, that parent/guardian: (1) warrants he/she has informed the other parent of this waiver and obtained his/her consent; (2) hereby releases Leigh Bryant on behalf of both parents/guardians from any and all liability as stated herein; and (3) agrees to indemnify and hold the Releasees harmless from any causes of action that may arise under this agreement, absent the gross negligence of the Releasees. It is the responsibility of the undersigned parents/guardians to ensure the Minor understands and complies with the policies stated herein.

Parent/Guardian's Printed Name

Signature

Parent/Guardian's Printed Name

Signature

Minor's Printed Name

Minor's Signature

Cloud 9 Farm

Bedford NH 03110

Rules of the Barn

Always make sure the gates and the tack room door are securely latched. Animals can escape and if they get into the tack room and eat all the grain, they could get very sick and even die.

No hand feeding, ever! They can start to look at fingers as something to nibble on.

No running, screaming or horseplay (no pun intended!) while inside the gates with the animals. The gated area is the animals' home – we need to respect their space and keep ourselves safe.

Always wear closed toe shoes. The ponies' hooves could hurt you if they accidentally step on your feet.

Always think of safety first. If you are unsure of an animal's behavior, remove yourself from the penned area.

Don't greet the ponies from behind. Leah and Klover are not known to kick yet touching them first from behind could startle them. Always greet from the head or side.

Always secure the water pump with some rope, if you give them some water. The ponies can use the pump as a scratching post. If the handle is not latched with rope, the ponies can cause a flood and run our well dry.

Only people who have Leigh's permission can come inside the fenced area with the animals. Only people who have been trained and meet with our approval can come in with the animals by themselves. Otherwise you need to be accompanied by Leigh or a trained volunteer.

For your safety, always wash your hands after being with the animals. We have handy wipes and sinks available to clean your hands.

As a volunteer, I have read, understand and will comply with all the above stated rules.

Sign Name _____

Print Name _____

Date _____

Signature of Parent or Guardian, if volunteer is a minor _____

**Cloud 9 Farm
9 Baldwin Lane
Bedford NH 03110**