



# STONE PILLARS FARM

PARTICIPANT'S NAME: \_\_\_\_\_

## STONE PILLARS FARM RELEASE AND INDEMNIFICATION

(Effective 9/20/2021)

This release and indemnification is made by and between the undersigned participant (the "Participant" including but not limited to students, compensated and non-compensated employees), the undersigned Participant's parents (the "Participant's Parents") and any and all persons and parties now or hereafter having any interest in the charitable organization known as Stone Pillars Farm, a Massachusetts corporation, together with any and all employees, agents and servants of Stone Pillars Farm; any and all sponsors, judges, volunteers, interns, coordinators, officials, benefactors and any other individual or entity having any connection with or relation to Stone Pillars Farm (collectively, "Stone Pillars Farm"). Stone Pillars Farm provides horseback riding lessons, outdoor activities and volunteer opportunities related to horsemanship and the care and upkeep of horses, other animals and farms to individuals, including but not limited to children with physical, emotional and mental challenges (the "Program"). Stone Pillars Farm owns, leases, and/or utilizes stable, pasture, indoor and outdoor arenas and related spaces at the properties known as and located at 165 Atherton Street, Milton, MA 02186 (collectively, the "Farm"; the owners, from time to time, of the properties comprising the Farm are referred to herein collectively as the "Landlord"). Stone Pillars Farm owns, leases, cares for and/or maintains certain horses used or to be used in connection with the Program (the "Horses"). As used herein, the word "horse" shall include horses and ponies of every kind. The Participant wishes to participate in the Program and ride and work with the Horses at the Farm and/or at such other places as Stone Pillars Farm conducts its activities, including but not limited to horse shows, clinics, fairs, expositions, schooling sessions and the like conducted away from the Farm. The Participant and the Participant's Parents desire that the Participant have the opportunity to participate in the Program and ride and work with the Horses at the Farm and/or at such other locations as Stone Pillars Farm conducts its activities. **Stone Pillars Farm will not permit the Participant to participate in the Program or work with or ride the Horses without the execution of this release and indemnification which is of material significance to Stone Pillars Farm** The Participant and the Participant's Parents hereby acknowledge and agree that the activities contemplated hereby are "equine activities," that Stone Pillars Farm and the Landlord are each an "equine professional" and/or an "equine activity sponsor," and the Participant is a "participant" all as defined by Massachusetts General Laws Chapter 128, Section 2D.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Participant's Parents agree as follows:

1. **Inherent Risks.** The Participant and Participant's Parents acknowledge and understand that horses and activities related to horses are inherently dangerous and that there are dangers and risks which are an integral part of equine activities. Despite these inherent risks, the Participant has chosen, and Participant's Parents have chosen to allow the Participant, to ride and/or work with and around the Horses (the "Activities").
2. **Participant's Representations.** The Participant and the Participant's Parents have been provided with medical and informational intake forms by Stone Pillars Farm. The Participant and the Participant's Parents hereby certify that the information contained therein is true and accurate in all respects. Participant and Participant's Parents hereby acknowledge that Stone Pillars Farm will and may rely on the information disclosed thereby without further inquiry or investigation. If, at any time, the medical, physical, emotional or mental condition of the Participant shall change in any material respect or if any of the information required to be disclosed by such forms shall change in any respect, Participant and Participant's Parents shall immediately notify Stone Pillars Farm in writing. In no event shall Stone Pillars Farm be responsible for inquiring into the condition of the Participant's physical, medical, emotional or mental condition or any change in such condition. The Participant represents, warrants, covenants and agrees that he or she will not ride or otherwise use any horse, whether owned by Stone Pillars Farm, the Participant or another, in any activity or for any purpose if the Participant is unable to safely manage, control and ride such Horse. If, at any time, the Participant or Participant's Parents believe that the Participant is unable to safely manage the Horse, he or she shall immediately dismount the Horse and notify Stone Pillars Farm.
3. **Equipment.** The Participant and Participant's Parents acknowledge and understand that the equipment used in connection with the Activities, including but not limited to saddles, bridles, bits, brushes, pitchforks, shovels, brushes, combs and hoof picks are each given to wear and tear. The Participant and Participant's Parents agree to use the utmost care at all times while at the Property and to inspect all equipment carefully for evidence of defects or breakage. In the event that the Participant or Participant's Parents locate any defects or breakage in any equipment owned or utilized by Stone Pillars Farm, he or she shall immediately notify Stone Pillars Farm. In no event shall Stone Pillars Farm be held liable for any injury to or death of the Participant caused by any defect in any equipment, whether or not such equipment is owned, utilized and/or provided by Stone Pillars Farm.
4. **Helmets.** The Participant and Participant's Parents hereby acknowledge that they have been warned of the dangers involved in failing to wear protective headgear and that Stone Pillars Farm REQUIRES that all individuals who are able to do so wear ASTM-SEI approved protective headgear, with chin strap securely fastened, at all times while working with or riding any Horse on the Property. Certain children may not be able to wear an ASTM-SEI approved helmet due to physical limitations. In such cases, pursuant to the guidelines of Professional Association of Therapeutic Horsemanship International (PATH Intl.), the child may wear an alternative helmet. The Participant and the Participant's Parents acknowledge that there are additional risks posed by riding a horse without a helmet

approved for horseback riding and specifically agree to indemnify, defend with counsel acceptable to Stone Pillars Farm and hold Stone Pillars Farm harmless for any injury or damage resulting, directly or indirectly, from the failure of Participant to wear an approved helmet.

5. **Release.** The Participant and Participant’s Parents agree that they shall not hold Stone Pillars Farm or Landlord liable for any injury to or the death of the Participant or Participant’s Parents resulting from or related to his or her involvement in equine activities and/or the Activities. The Participant and Participant’s Parents hereby remise, release and forever discharge Stone Pillars Farm and Landlord for him or herself and his or her heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant or the Participant’s Parents caused by or in any manner related to equine activities and/or the Activities.
6. **Indemnification.** The Participant and Participant’s Parents further indemnify, agree to defend with counsel acceptable to Stone Pillars Farm and hold Stone Pillars Farm and Landlord harmless for any injury or damage caused, directly or indirectly, by the Participant or Participant’s Parents to any person or the property of any person (including, without limitation, damage to Stone Pillars Farm, Stone Pillars Farm’s property, the Property and/or any of the Horses), which injury or damage is caused, directly or indirectly, in whole or in part, by the Participant or Participant’s Parents. The Participant’s Parents hereby acknowledge and agree if the Participant does not have sufficient funds to fully indemnify Stone Pillars Farm an Landlord, they shall be personally and jointly and severally liable to Stone Pillars Farm for any such injury or damage.
7. **Consent to Emergency Medical Care.** In the case of any injury or apparent injury to the Participant while at the Property and/or riding the Horses, the Participant and Participant’s Parents hereby authorize Stone Pillars Farm and any agent or employee of Stone Pillars Farm, to seek medical care and attention for the Participant, including but not limited to arranging for an ambulance to take the Participant to any medical care facility, transporting the Participant to any medical care facility and consenting to treatment, medication and/or surgery for the Participant. The Participant and Participant’s Parents acknowledge that they shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnify and agree to hold harmless Stone Pillars Farm for any costs incurred by Stone Pillars Farm on behalf of the Participant.
8. **Parental Consent and Waiver of Consortium Claims.** The Participant’s Parents hereby warrant and represent that they are the parents and lawful guardians of the Participant. The Participant’s Parents, by their execution hereof, hereby agree and assent to the terms of this Agreement and execute this contract on behalf of their minor child, the Participant, intending it to be legally binding and fully enforceable against the Participant and themselves. The Participant’s Parents, by the execution hereof, further remise, release and forever discharge for themselves and their heirs, executors and administrators, Stone Pillars Farm and Landlord of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that they now have or hereafter can or may have or which their heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or the death of the Participant, including but not limited to actions for loss of consortium.
9. **Massachusetts Contract.** This Agreement is a Massachusetts contract and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts, without regard to conflicts of laws principles.

The Participant and Participant’s Parents hereby state under the pains and penalties of perjury that they have read this Release and Indemnification in complete detail, that they understand the consequences of executing this Release and Indemnification and that they execute this Release and Indemnification as an instrument under seal, as of the date listed below. This Release and Indemnification shall be binding upon the Participant and Participant’s Parents each and every time the Participant rides or works with the Horses, without the need for re-execution, unless and until revoked in writing by the Participant and the Participant’s Parents.

Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

IF PARTICIPANT IS OVER 18:

Participant Signature: \_\_\_\_\_

IF PARTICIPANT IS UNDER 18:

Parent/Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**WARNING**

UNDER MASSACHUSETTS LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 2D OF CHAPTER 128 OF THE GENERAL LAWS.

Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

## TRAIL RIDING RELEASE

In addition to riding lessons conducted within the indoor and outdoor arenas, and horsemanship lessons taught at various locations, Stone Pillars Farm periodically takes students for mounted trail rides on the properties located near the Property (the "Trails"). The Trails are not maintained by Stone Pillars Farm and Stone Pillars Farm does not have control over their condition. Stone Pillars Farm has not undertaken to inspect the Trails for hazards which may exist on the Trails. In addition, the Horses may behave differently when being ridden on the Trails, such as being more prone to tripping or spooking. The Participant's Parents may elect to allow the Participant to ride on the Trails or may withhold such consent. The granting or withholding of consent will not otherwise affect the Participant's participation in the program and is completely voluntary. If the Participant's Parents elect to permit the Participant to ride on the trails, the Participant and the Participant's Parents specifically agree to hold Stone Pillars Farm and Landlord harmless from any injury or death arising from the conditions of the Trails.

**We DO** -OR-  **DO NOT** authorize Stone Pillars Farm to take the Participant horseback riding on the Trails.

*IF PARTICIPANT IS OVER 18:*

**Participant Signature:** \_\_\_\_\_

*IF PARTICIPANT IS UNDER 18:*

**Parent/Guardian Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

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## RELEASE FOR USE OF PHOTOS AND LIKENESS

I hereby knowingly and voluntarily consent to the use and publication, without prior notice or compensation, of my name, likeness, voice, and/or participation, whether or not edited, retouched, or otherwise modified, by Stone Pillars Farm ("Stone Pillars Farm"), its employees, officers, directors, agents, and any other person or entity acting on Stone Pillars Farm's behalf, for any and all purposes including, but not limited to, educational, promotional, advertising, informational, fundraising and commercial purposes, through any medium or format, including, but not limited to, photograph, videotape, audiotape, film, television, radio, internet, digital, printed material or presentation, at any time from this date forward. I further waive any claims against Stone Pillars Farm, its employees, officers, directors, agents, and any other person or entity acting on Stone Pillars Farm's behalf, based upon or related to the use or publication of my name, likeness, voice, and/or participation.

I have read and understood the terms of this release and hereby acknowledge that I am providing this release knowingly and voluntarily. I further acknowledge that I have been given sufficient consideration for this release. I understand that I may only revoke this release by giving written notice to the individual listed below.

*IF PARTICIPANT IS OVER 18:*

**Participant Signature:** \_\_\_\_\_

*IF PARTICIPANT IS UNDER 18:*

**Parent/Guardian Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

No, I do not give permission as stated above.

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_