

WAIVER OF RIGHTS TO SUE AND ASSUMPTION OF RISKS

My signature on this agreement indicates that I understand that horses are unpredictable animals; that horses are sometimes dangerous; and that activities related to horse riding, horse visiting and horse care pose particular risks including, but not limited to, 1) the propensity of an equine to behave in dangerous ways which may result in injury to the participant or to the visitor; 2) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals, and 3) hazards of surface and subsurface conditions. I further understand that the age of the horse does not establish or limit the danger it may pose, and I accept that an older or retired horse can be particularly dangerous.

I understand and agree that Gail Phillips Rousseau, Walnut Glen Farm, has made no representation to me of any kind or character concerning the suitability, gentleness, or habits of any horse of theirs, of mine, or belonging to others which I may ride, visit or be exposed to nor has Gail Phillips Rousseau, Walnut Glen Farm made any representation of any kind or character concerning the suitability of Walnut Glen Farm and other property for visiting and I hereby assume full responsibility and risk and agree not to sue anyone for any accident to me, those with me, and to any minor under my care or to any horse I own or use while on Walnut Glen Farm or the property of Gail Phillips Rousseau.

I hereby certify that I knowingly and voluntarily assume the risk of any accident or injury that might occur to me or to a horse owned or used by me or by my employee or by anyone accompanying me in the course of riding, visiting, walking, or driving on Walnut Glen Farm property and other property used by them, going in proximity to horses, or to other activities on Walnut Glen Farm property or any property used by them.

I do hereby remise, release and forever discharge, and release for myself, my heirs, executors, and administrators Gail Phillips Rousseau, Walnut Glen Farm, its employees and owners of and from any and all manner and cause of actions, suits, recognizance, controversies, damages, claims and demands whatsoever in law or in equity which I now have or hereafter can, shall or may have by reason of any manner, cause or thing whatsoever rising out of any manner or thing contained in this agreement, or arising out of or in connection with riding, or visiting horses at Walnut Glen Farm property or other property used by it, or using equipment or participating in any activity on the property of Walnut Glen Farm or property used by it.

I understand that Gail Phillips Rousseau, Walnut Glen Farm uses other property in its business and accepts that this waiver covers all property used by Gail Phillips Rousseau, Walnut Glen Farm in the course of its business.

I agree and understand that I must notify Gail Phillips Rousseau, Walnut Glen Farm before I visit to ensure that the time and date is acceptable and agreeable to it.

I agree that the foregoing obligations shall be binding on me personally and for all members of my family including any minors and for employees accompanying me or sponsored by me.

I further agree to indemnify the above for any and all costs, including reasonable attorney's fees, incurred in defending against any suit claims.

I have carefully read this entire agreement and fully understand its contents.

I am aware this is a release of liability and a contract between me and Gail Phillips Rousseau, Walnut Glen Farm and I have signed it on my own free will.

I have executed this agreement on the date indicated and this agreement shall continue in full effect until canceled in writing by both signatures.

Date:

Signature

Printed Name

Date:

Signature

Printed Name