

**AGREEMENT FOR RELEASE, WAIVER OF LIABILITY,
AND ASSUMPTION OF RISK**

I, _____, request the New Hampshire Society for the Prevention of Cruelty to Animals (“NHSPCA”) to authorize me to enter the barn area, the turnout area, and to generally handle the animals, including, but not limited to caring for the animals, working in the barn, and riding the animals.

In consideration of being permitted to handle the animals and otherwise being involved in their care and maintenance as described above, I, for myself, my personal representative, heirs, assigns and next of kin hereby agree and acknowledge that I:

1. Understand and acknowledge that the handling (including riding) of horses and ponies is an inherently dangerous activity, and may involve the risk of serious bodily injury, and/or death and/or property damage.
2. Release, waive, discharge from liability and covenant not to sue the NHSPCA, or any subdivision or related organization, agents, volunteers, employees, assigns, successors, directors, officers of the NHSPCA, (all for the purposes herein referred to collectively as “Releasees”) from all liability to me, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage, and any claim or demand therefore on account of injury to me or my property or resulting in damage to me arising out of or related to the handling of the horse (or pony) and/or my entry into the barn or turnout area and activities therein, whether caused by the negligence of the Releasees or otherwise.
3. Hereby agree to indemnify and save and hold harmless the Releasees, each of them, from any loss, liability, damage or costs, including costs of litigation and attorneys’ fees, they may incur arising out of or related to my handling of the horse (or pony) and/or my entry into the barn or turnout area and activities therein, whether caused by the negligence of the Releasees or otherwise.
4. Hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to my handling of the horse (or pony) and/or my entry into the barn or turnout area and activities therein, whether caused by the negligence of the Releasees or otherwise.
5. Agree that in order to minimize the risk of any bodily injury to myself I hereby agree to wear protective head gear which meets A.S.T.M. – S.E.I. certification standards at all times while mounted on a horse (or pony).

Additionally, I agree to wear appropriate foot wear, to consist of hard sole boots or shoes with an appropriate heel, at all times while in the barn or turnout area and while riding.

6. Hereby agree that this Agreement for Release, Waiver of Liability and Assumption of Risk extends to all acts of negligence by or on behalf of the Releasees including, but not limited, to any rescue, operating or procedure of the Releasees, and is intended to be as broad and inclusive as permitted by the law of the State of New Hampshire and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, AND ASSUPTION OF RISK AGREEMENT, FULLY UNDERSTANDING THE TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTY BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY IN THE GREATEST EXTENT ALLOWED BY LAW.

Date: _____

By: _____
[Print Name]

[Sign Name]