

**EQUINE RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Name: _____

Address: _____

Telephone: _____ Email: _____

I hereby enter into this agreement in consideration of my / ability and permission to ride with OR use any Horse owned or allowed to be used by Wendy McCann who resides at 64 Witham Rd, Auburn, ME 04210.

IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES WITH WENDY MCCANN INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR WENDY MCCANN.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

WARNING

Under Maine law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities including, but not limited to the propensity of an equine to behave in ways that may result in injury, harm or death to persons on or around the equine; the unpredictability of an equine's reaction to things such as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards, such as surface or subsurface conditions; the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

CONTINUED ON PAGE 2

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, including but not limited to:

- Bites, kicks, abrasions or contusions from horses.
- Being thrown or bucked off by horses.
- Scratches or other injury from stalls or enclosures.
- Scratches or other injury from grooming tools and other equine equipment and tack.
- Allergic reactions to animals, hay, or other allergens.
- Tripping in holes or on materials or equipment.
- Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

(Initial) _____

I hereby specifically forever waive and release Wendy McCann from any liability or injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of Wendy McCann

(Initial) _____

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent with Wendy McCann there will not be a nurse on the premises and Wendy McCann bears no responsibility for my health or medical care. I agree to indemnify, save and hold harmless Wendy McCann from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation in riding activities with Wendy McCann.

(Initial) _____

By signing this Agreement, and by initialing the paragraph below, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities with Wendy McCann without restriction, without liability to

CONTINUED ON PAGE 3

her and with full knowledge and understanding of the disclosures, waivers, and releases herein.

(Initial) _____

If I am present at and participate in the activities with Wendy McCann, I do so at my own risk, and I hereby acknowledge and agree that Wendy McCann shall bear no responsibility or risk associated with injuries that could arise from my presence or participation. I understand and accept that in order to be on a horse during any mounted exercise or activity, a ASTM certified helmet is required, no exceptions. I understand and accept that failure to wear a helmet could result in serious injury or death.

(Initial)_____

Name: _____

Date:_____

Participant's Signature: _____