



RELEASE AND INDEMNIFICATION 2020/2021

The Foundation and Misty Meadows will not permit the Participant and the Participant's Parent to utilize the Property for the Activities without the execution of this Release and Indemnification, which is of material significance to the Foundation. As used herein, the word "horse" shall include horses and ponies of every kind.

The Participant / the Participant's Parent hereby acknowledges that the Activities are "equine activities", that the Foundation is an "equine activity sponsor", that Misty Meadows and its representatives are "equine activity sponsors" and/or "equine professionals", and that the Participant / the Participant's Parent is a "participant", all as defined by Massachusetts General Laws Chapter 128, Section 2D.

The Participant / the Participant's Parent 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, including but not limited to the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface conditions and subsurface conditions; collisions with other horses, animals and objects; and the potential of the Participant or the Participant's Parent or others to act in a negligent manner that may contribute to injury to themselves or others. The Participant / the Participant's Parent acknowledge and agree that these are just some of the risks associated with the Activities, that the Participant / the Participant's Parent is not relying on the Foundation or Misty Meadows to list all of the possible risks associated with the Activities, and that, despite these inherent risks, the Participant / the Participant's Parent has chosen to engage in the Activities at the Property.

The Participant / the Participant's Parent represent that they have voluntarily chosen and desire to use the Property and engage in the Activities, that they will not engage in any activities if they are unable to safely do so, and that they will comply with all directions, requirements and rules imposed by the Foundation and Misty Meadows. In case of injury to the Participant or the Participant's Parent while at the Property, the Participant / the Participant's Parent authorizes Misty Meadows to seek medical care for them. The Participant and the Participant's Parent acknowledge that they shall be solely responsible for the payment of medical costs associated with such care.

This Release and Indemnification shall be interpreted in accordance with the laws of Massachusetts. No waiver by any party of any breach by any other party of, or failure of any party to comply with, any condition or provision of this Release and Indemnification shall be deemed a waiver of any other breach or failure. The invalidity of any provision of this Release and Indemnification shall in no way affect the validity of any other provision.



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I HAVE READ THIS DOCUMENT IN COMPLETE DETAIL AND HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IF I HAVE CHOSEN TO DO SO. I UNDERSTAND THAT IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS, AND I UNDERSTAND ALL CONSEQUENCES OF SIGNING THIS RELEASE AND INDEMNITY.

PHOTO RELEASE

(Please check one)

- I hereby consent to authorize the use and reproduction by Misty Meadows Equine Learning Center of any and all photographs and any other audio visual materials taken of me/my child for the sole benefit of the program from a professional, promotional or educational standpoint.

- I hereby **DO NOT** consent to authorize the use and reproduction by Misty Meadows Equine Learning Center of any and all photographs and any other audio visual materials taken of me/my child for the sole benefit of the program from a professional, promotional or educational standpoint.

This Release and Indemnification shall be binding upon me each and every time I engage in any of the Activities, without the need for re-execution. I hereby execute this Release and Indemnification as an instrument under seal, for myself and my spouse, descendants, parents, heirs, executors and administrators, on the _____ day of _____, 20_____.

Date

Month

Year

Signature: _____



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Print Name: _____

Mailing Address (Street, City, State, Zip):

Phone: _____

Email: _____

If Parent, print name of the Participant: _____

This information is being stored in our secure database.

If you do not wish to receive our newsletters and updates please check here

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.



**COVID Acknowledgement, Acceptance of Risk and Release of Liability
2020/2021**

telephone; washing my hands prior to each visit; use of hand sanitizer upon request; wiping down surfaces with disinfecting wipes, wearing a protective mask and wearing gloves, and staying at a safe distance from other people.

I agree to cancel my visit, and my child's visit if applicable, to Misty Meadows and participation in any of its activities should I, or my child if I am signing as parent or guardian, have within the previous 24 hours to 2 weeks personally exhibited or have been in contact with someone who has presented with illness including; cough, sneezing, fever, chest congestion or additional signs of potential spread of any virus or bacteria/disease. In addition, I will follow the recommendations of Misty Meadows once I have notified them of these risks in regards to my future Misty Meadows activities during this pandemic.

Misty Meadows will engage in regular cleaning and sanitizing of horse tack, grooming supplies and office, doors, and frequently touched areas in-between participants and on a daily basis as required or recommended under law or guidance issued by the Commonwealth of Massachusetts, the local Department of Health, the CDC and our contracted Veterinarian for the safety of participants, employees, volunteers and horses.

I am signing under my own free will and choice and agree to follow the Misty Meadows COVID – 19 Risk Management Protocols that have been provided to me.

Signature: _____

Date: _____

I am signing as a Parent/Guardian of the child named below:

- Yes
- No
- Not applicable

Name of child if applicable

Witness Signature