

**EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY,
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement (the "Agreement") is entered into by the undersigned in favor of 91 Bethway Road, LLC, Sperry View Farm, LLC, Elizabeth W Doering, LLC, and Elizabeth Doering as the operators of an equestrian facility and related businesses at the premises located at 91 Bethway Road, Bethany, Connecticut known as Sperry View Farm, as well as their respective members, employees, agents and successors-in-interest, the owners of any horses ridden or handled by me at Sperry View Farm, and any clinicians conducting clinics at Sperry View Farm (all of the above named parties referred to collectively as the "Released Parties" and each a "Released Party"). In consideration for my being permitted to participate in Equestrian Activities, including but not limited to riding, training, longeing, driving, participating in instruction and/or clinics, competing, boarding, assisting veterinarians or farriers, transporting, grooming and handling horses or observing others doing any of the above activities ("Equestrian Activities") with the Released Parties, and/or in events or activities organized or sponsored by any of them, whether at my horse's usual stable, at Sperry View Farm or at other venues, with or without supervision, I acknowledge and agree as follows:

1. **Dangerous Activity:** I acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I recognize that even the best trained horses can and often do react rapidly and in unpredictable ways to a variety of stimuli and even for no apparent reason at all. I understand that neither my horse's actions, nor the actions of any other person or animal can necessarily be controlled, and that my safety and that of my horses and other property cannot be guaranteed while participating in Equestrian Activities. I understand that there is risk of serious physical harm and even possibly death, and nonetheless voluntarily choose to participate in Equestrian Activities.

2. **Assumption of Risks:** Understanding the risks involved in Equestrian Activities, I EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, DAMAGE TO OR LOSS OF PROPERTY AND FINANCIAL LOSS, WHETHER CAUSED BY THE RISKS INHERENT IN EQUESTRIAN ACTIVITIES OR ANY OTHER CAUSE. I accept full and complete responsibility for the safety of myself, any guests accompanying me or present at my invitation, my horses, and personal property. Further, I assume the risk of any damage or injury caused by my horses, and promise to indemnify the Released Parties against any claims for damage to persons or property caused by my horse.

3. **Unpredictability of Cause, Personal Responsibility:** I understand that injuries and harm may result from working with and around horses from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my responsibility to control any horse I am handling or riding to the extent possible, even during instruction, and regardless of the acts of other humans or animals, and to act in a responsible manner to ensure to the extent possible my own safety and that of others.

4. **Personal Property:** I agree that I am responsible for the security of my own personal property, including horses, tack and equipment and any other personal effects I bring to Sperry View Farm, and that the Released Parties cannot guaranty the security of my property. Should I leave any personal property in the custody of the Released Parties, I do so at my own risk. None of the Released Parties shall have any liability to me in the event of loss, damage, unauthorized use by any person or theft of any such property. I acknowledge that the Released Parties' insurance does not cover property loss or damage to my property, horses and other interests.

5. **Release and Waiver of Claims:** On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY PARTICIPATION IN EQUESTRIAN ACTIVITIES OR MY PRESENCE AT SPERRY VIEW FARM, provided that nothing in this section 5 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

6. **Promise Not to Bring Suit:** I hereby agree that I, my heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either in my or their own name, for any loss or damage arising or resulting directly or indirectly from my participation in Equestrian Activities or my presence at Sperry View Farm.

7. **Indemnification:** I agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to damage to or destruction of property, compensatory, consequential or punitive damages, attorney's fees and other costs of defense arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might arise from my participation in Equestrian Activities or from any horses owned by me or in my control.

8. **Invitees:** I agree that I will not permit any person other than the Released Parties to ride or handle my horses or any other horse in my control at Sperry View Farm unless such person has the express permission of Elizabeth Doering and has executed and delivered to one of them or to the barn manager a form of this Agreement and/or other applicable form(s) required by the Released Parties. I agree that damages to the Released Parties that may arise from a breach of my agreement under this Section 8 include both the liabilities and costs arising from claims that would have been released or waived had my invitee executed the required document(s), and the costs and expenses of defending any such claims. I agree to indemnify, defend, and hold harmless each of the Released Parties from and against all such liabilities, costs and expenses.

Further I assume all risk of damage or injury to my invitees while they are my guests at Sperry View Farm, and indemnify the Released Parties against any claims for damages or injury suffered by my invitees.

9. **Foreseeability of Claims:** I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer as a result of my participation in Equestrian Activities may not be entirely foreseeable. I do realize that the extent of loss possible includes serious bodily injury or even death, and total destruction or loss of my or others' property. Knowing that the damage or injuries that can be suffered in relation to participation in Equine Activities can extend as far as death of persons or animals and loss or total destruction of property, I hereby expressly waive any claim that the unexpected nature or extent of any damage or injury invalidates or affects the enforceability of this Agreement.

10. **Connecticut Law, Jurisdiction:** The terms of this Agreement shall be governed by and interpreted according to the laws of the State of Connecticut, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. I understand that Title 52, Chapter 925, Section 52-557p of the Connecticut General Statutes provides that:

“Each person engaged in recreational equestrian activities shall assume the risk and legal responsibility for any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by the negligence of the person providing the horse or horses to the individual engaged in recreational equestrian activities or the failure to guard or warn against a dangerous condition, use, structure or activity by the person providing the horse or horses or his agents or employees.”

I FURTHER UNDERSTAND THAT THE TERMS OF THIS EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT GO BEYOND THE TERMS OF THIS STATUTE AND MEAN THAT I AM WAIVING CERTAIN RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER CONNECTICUT LAW.

11. **Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by Connecticut law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

12. **Representations and Warranties:** I hereby warrant that:

- (a) I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.
- (b) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.
- (c) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE

BELOW AND MY INITIALS ON THE PRECEDING PAGES ARE
ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY
READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED
TO MY SATISFACTION.

Signed: _____

Date: _____

Please Print:

Name: _____

Telephone Number: _____

Address: _____
