

**WAIVER AND RELEASE OF LIABILITY**  
***THIS IS A VOLUNTARY RELEASE OF LIABILITY. IT IS ALSO A BINDING  
ASSUMPTION OF RISK AND INDEMNITY CONTRACT.***

In consideration of my presence at Follow Your Dreams Farm, in Derry, NH (the "host facility") the undersigned \_\_\_\_\_, on behalf of him/herself, his or her representatives, assigns, executors, and heirs (collectively the "Participant"), hereby agrees as follows:

**Participants/Auditors/Spectators/Guests:** For all purposes herein, any person, including but not limited to: auditors, spectators and guests, who enter upon the Farm's premises shall be considered participants in equine activities and therefore subject to all the terms of this Release and Waiver and New Hampshire's Equine Liability Act (N.H. R.S.A. §508:19). FOR PURPOSES of this and all agreements which incorporate this release, a participant shall mean: (1) any person who voluntarily involves or takes part in any activity involving equines, or (2) any person who knowingly enters the proximity of equines or upon an equine property. Participants shall include the following: participants as defined in 508:19(I)(g) **and, without limitation**, adults, minors, amateurs, professionals, volunteers, employees, independent contractors, auditors, spectators, and guests. The definition of participant shall be given the broadest definition possible.

**Release of Liability and Hold Harmless.**

1. Participant hereby fully and forever releases, waives and discharges Follow Your Dreams Farm (comprised of Heather Evans, David Evans Jr, Dana Lee Calwell, Pauline Calwell, their heirs, assigns, executors, agents and representatives) (collectively the "Releasees"), from any and all claims, demands, actions, or causes of action of any kind, including any statutory remedies, which Participant may or might have against Releasees, arising from/or by reason of, any and all known and unknown, foreseen or unforeseen, bodily and personal injuries, damage to property, and any consequences therefrom, which Participant may sustain due to Releasees' negligence.
2. Participant further agrees that except for Releasees' gross negligence, Participant shall not bring any demand, claim, legal action against and/or sue the Releasees for any economic or non-economic losses due to bodily injury, death, or property damage as a direct or indirect result of participation in equine activities and/or the operation and conduct of Releasees.
3. Participant hereby agrees to indemnify and hold harmless Releasees from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, including attorney's fees, costs and expenses of any kind, which may be made against them which arise out of the negligence of the Participant while the Participant is on the host facility or at an event with the Farm, even conducted off the premises, whether engaged in equine or non-equine related activities.

**Assumption of Risk for Equine Activities.**

**Participant acknowledges he/she has read and understands the New Hampshire Equine Liability Statute NH RSA 508:19, and he/she agrees that all of its provisions apply to him/her, the Releasees, and this Agreement. \_\_\_\_\_ Initial here.**

4. **Participant fully realizes the risks and dangers of participating (which includes auditing) in equine related activities and fully assumes the inherent risks associated with such audit/participation.** "Inherent risks of equine activities" means those dangers and conditions which are an integral part of equine activities, including, but not limited to: (a) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movements, and unfamiliar objects, persons, or other animals; (c) certain hazards such as surface and subsurface conditions (some may not be obvious to the Participant or reasonably not known by Releasees (d) collisions with equines or objects; and (e) the potential of an another Participant, or other Participant to act in a negligent manner that may contribute to injury of the Participant or others, such as failing to maintain control over a horse or not acting within a their ability.
  
5. **Helmets and Proper Attire.** Participant acknowledges that all horse handlers and riders should wear protective headgear which meets or exceeds the quality standards of the SIE certified ASTM standards while riding and being near horses and understands that the wearing of such helmet may reduce the severity of any injury incurred. Should Participant choose not to wear such helmet and/or proper riding apparel, Participant assumes all such risk of injury resulting therefrom. Participant acknowledges that riding boots and protective clothing should be worn while riding, anywhere and anytime on premises of the host facility, and Participant assumes the risk of injury if he/she chooses not to wear riding boots and/or protective clothing. ***MINORS ARE REQUIRED TO WEAR HELMETS AND APPROPRIATE ATTIRE AT ALL TIMES AND EXECUTE A MINOR LIABILITY WAIVER, INCORPORATED HEREIN BY REFERENCE.***
  
6. **Entire Agreement; Construction; Attorney's Fees.** This contract contains the entire understanding of the parties concerning the subject matter, and may be modified only in writing. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder of the provisions contained herein. This Agreement shall be interpreted and construed by the laws of the State of New Hampshire. Jurisdiction shall be with Rockingham County Superior Court. Both parties agree to submit any and all claims they may have that arise directly or indirectly from this Agreement, to mediation. If legal action or collection activity occurs, the prevailing party shall be entitled to collect reasonable attorneys' fees, arbitration and court costs from the other party.

***I have carefully read this Agreement and Release and I fully understand its content. I am aware that this is a Release of Liability, a waiver of legal rights and a contract between me and Follow Your Dreams Farm. I sign this Agreement and Release at my own free will.***

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Signature Date

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Printed Name and Address

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Contact Phone Number Contact E-mail Address

**PHOTO RELEASE:** I agree that as a condition and in consideration of participating in any activity, Follow Your Dreams Farm and/or its assigns may use, publish, copyright or assign photographs, videos, or any other likenesses of me taken while on the grounds or at equine related events. I hereby expressly and irrevocably waive and release any rights in connections with such use, including any claim to compensation, invasion of privacy, right of publicity or misappropriation.

Signature: \_\_\_\_\_