

# *Wright Way Stables*

Jon & Sarah Lettre

198 Eight Rod Road  
Augusta, Maine 04330  
(207)626-5680

## RELEASE FROM LIABILITY

This release from Liability is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between \_\_\_\_\_ Jon and Sarah Lettre \_\_\_\_\_, hereinafter designated MANAGERS & INSTRUCTORS; and \_\_\_\_\_, hereinafter designated RIDER, and if rider is a minor, Rider's parent or guardian \_\_\_\_\_. In return for the use today, and on all future days, of property, facilities, and services from the Manager(s)/Instructor(s); the Rider, his heirs, assigns and legal representatives, hereby expressly agree to the following:

- 1) Rider is responsible for full and complete insurance coverage on his horse, personal property and himself.
- 2) Rider understands that there are risks in and around equine activities.
- 3) RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON MANAGER'S/INSTRUCTOR'S PROPERTY AND FACILITIES including, without limitation, but not limited to: \*The risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the non-availability of emergency medical care, and/or the negligence and or deliberate act of another person.
- 4) Rider agrees to hold Manager(s)/Instructor(s) and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents completely harmless and NOT liable and releases them from all liability whatsoever, and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or arising out of Rider's use of or personce upon Manager's / Instructor's property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Manager(s)/Instructor(s).
- 5) Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (c.g. California Civil Code 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

6) Rider agrees to indemnify and defend Manager(s)/Instructor(s) against, and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arises from rider's use or presence upon the Manager's/Instructor's property and facilities.

7) Rider agrees to abide by all of Manager's/Instructor's rules and regulations.

8) If Rider is using rider's horse, the horse shall be free from infection, contagious or transmittable disease. Manager(s)/Instructor(s) reserve the right to refuse horse if not in proper health or is deemed dangerous or undesirable.

9) This Contract is non-assignable and non-transferable and is made and entered into in the State of Maine, and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with State law, then that clause is null and void. When the Manger(s)/Instructor(s) and Rider (and Rider's parent or guardian, if rider is minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions. I HAVE READ AND UNDERSTAND THIS RELEASE.

10) This release form by Maine State Law Section 4104 Equine Professional; contracts. 1991, c779 41 eff. July 1 1992, must include the following:

- A. The propensity of an equine to behave in ways that may result in injury, harm or death to persons on or around the equine;
- B. The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, person or other animal;
- C. Certain hazards, such as surface or subsurface conditions;
- D. Collisions with other equines or objects; and
- E. 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 participants ability.

I HAVE READ AND AGREE TO ALL OF THE ABOVE AND FULLY UNDERSTAND THE INHERENT RISKS INVOLVED IN EQUINE ACTIVITIES.

Address & Telephone of Rider:

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Rider's signature:

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Signature of Parent or Guardian:

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Phone:

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