



**Liability Release and Indemnification**  
**Agreement**

***PLEASE READ CAREFULLY AND COMPLETE  
ALL SECTIONS PRIOR TO SIGNING***

The undersigned visitor (the "Visitor") has requested that Taildragger Stables, LLC, a Maine limited liability company ("Taildragger") and the owner of Taildragger Stables, together with Taildragger's lessees, contractors, and invitees: (i) permit Visitor to be present on Taildragger Stables property and/or observe or have contact with Horses at Taildragger Stables; (ii) make available a ring or other area for Visitor to Ride Horses; and /or (iii) provide stables, fields, and/or personnel for care or training of Horses (collectively, "Activities"). Taildragger Stables is only willing to permit the Visitor to engage in the Activities if the Visitor agrees to the terms of this Liability Release and Indemnification Agreement (this "Agreement") and acknowledges the inherent risks of the Activities described below.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties agree as follows:

**Section 1. Visitor Information**

The undersigned, including the parent or legal guardian of a minor ("Visitor") voluntarily agrees to participate in the activities as a guest of Taildragger. If Visitor is riding, handling or engaging in and other equine training activities ("Riding"), Visitor must provide the following information, which the Visitor certifies is accurate and complete:

Visitor Name: _____ (Print) Age: ____ Height ____  Address: _____  Phone: _____ Email: _____	Riding Experience: (check appropriate box)  Less than 10 Hrs.....{ } 10 - 40 Hrs.....{ } 40 - 100 Hrs.....{ } Greater than 100 Hrs.....{ }  Type of Riding if applicable: _____ (dressage/western/jumper)
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Describe anything else that you would like the Trainer/Instructor to know if taking lessons:

Does this Visitor have any physical and/or mental condition(s) and/or disability(ies) that may affect his or her safety and ability to Ride a Horse? Yes { } No { } (check appropriate box.) If you checked the "Yes" box, please describe the condition(s) and for disability(ies) above, have your family physician approve this activity before participating in such activities, and discuss with the Trainer/Instructor whether special needs accommodations are available for your circumstances.



**ACCIDENT/MEDICAL INSURANCE.** The Visitor hereby acknowledges and agrees that should medical treatment be required, the Visitor and/or my medical insurance company shall pay for all expenses incurred.

My medical insurance company is: \_\_\_\_\_

My policy number is: \_\_\_\_\_

I do not carry medical insurance [ ] (check if applicable)

**EMERGENCY CONTACT INFORMATION.** In the event of an emergency involving the Visitor, Taildragger is authorized to contact the following individual(s):

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

## **Section 2. Assumption of Risk**

The Visitor hereby acknowledges that all equine related activities ("Activities") which include but are not limited to Riding or being in the presence of a horse or other equine species ("Horse"), involve certain inherent risks, conditions, and dangers regardless of all feasible safety measures that may be taken by the participants. These inherent risks include, but are not limited to, the following: the propensity of a Horse to behave in ways that may result in injury, harm, death, or loss to persons on or around the Horse; the unpredictability of an Horse's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards such as surface and subsurface conditions; collisions with other animals or objects; and 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 Horse or not acting within the participant's ability. Horses are approximately 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a person falls from a Horse to the ground, it will generally be from a height of 3.5 to 5.5 feet and the impact may result in harm to the person. Riding is an activity in which one much smaller, weaker predator (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the Horse) and each has a limited understanding of the other. If a Horse is frightened or provoked, it may dive from its training and act according to its natural survival instincts that may include, without limitation: stopping short; spinning around; changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; and/or running from danger. The Visitor acknowledges that the Horse may do any of the foregoing things without warning and even if the particular Horse has no previous history inflicting injury on its riders or handlers.

The Visitor agrees to assume all of the risks set forth herein. The Visitor further acknowledges that these are just some of the risks associated with the Activities and agrees to assume the others inherent risks not specifically identified herein. The Visitor acknowledges and agrees that he or she is not relying on Taildragger or others acting on behalf of Taildragger to identify all risks associated with the Activities in this document or at any time, now or in the future.



### **Section 3. Liability Release**

In consideration of Taildragger and any trainers, managers, members, employees, agents, assigns, premises owners, and/or others acting on behalf of Taildragger ("Trainers") allowing the Visitor to participate in any of the Activities (including, without limitation, Riding of Horses), the Visitor for himself or herself, and on behalf all minor children and/or legal wards, heirs, administrators, personal representatives, and assigns of the Visitor, hereby agrees to release, hold harmless, and discharge Taildragger and its members, managers, employees, agents, and assigns, from and against all claims, demands, and causes of action, whether the same shall be known or unknown, anticipated or unanticipated, arising out of or in connection with any bodily injury, property damage, economic loss, or other damages of any kind or nature (together, "Damages") sustained by the Visitor as a result of the negligence or other legal liability of Taildragger and its members, managers, employees, agents, and assigns, and, except in the event of the gross negligence or intentional misconduct of Taildragger, the Visitor, for himself or herself, and on behalf of all minor children and/or legal wards, heirs, administrators, personal representatives, and assigns of the Visitor, hereby agrees not to bring or assert in any forum or jurisdiction any such claim, demand, or cause of action for Damages sustained as a result of participating in the Activities (including, without limitation, Riding of Horses) with Taildragger and/or its members, managers, employees, agents, and assigns.

If the Visitor participates in any Activities with a Horse of which the Visitor is the owner, part owner or lessee ("Owner"), the Visitor for himself or herself, or on behalf of the lawful Owner of the Horse, as the case may be, further agrees to release, hold harmless, and discharge Taildragger and all Trainers from and against all claims, demands, and causes of action, whether the same shall be known or unknown, anticipated or unanticipated, arising out of or in connection with any and all Damages to the Horse as a result of an accident, illness, injury or any other cause whatsoever, except if such Damages were the result of the gross negligence or intentional misconduct of Taildragger.

### **Section 4. Indemnification**

The Visitor agrees to defend, indemnify, and hold harmless Taildragger and its members, managers, employees, agents, and assigns from and against any and all liability, losses, demands, claims, causes of action, or expenses (including reasonable attorneys' fees and costs) by third persons (including, without limitation, relatives, guests, other participants, spectators, and visitors) as a result of Damages that the Visitor causes, directly or indirectly, while engaging in any Activities facilitated by Taildragger, at any time and at any location.

### **Section 5. Equipment**

The Visitor agrees to be fully responsible for his or her own safety at all times while engaging in the Activities. The Visitor acknowledges and agrees that it is the Visitor's sole responsibility to insure that all equipment used in connection with Riding, handling and/or transporting Horses is in proper working order. The Visitor further acknowledges that prior to engaging in any Activities with Taildragger that the Visitor has inspected his or her equipment. The Visitor assumes all



responsibility for the determination of what protective gear for Horse and/or a Visitor engaging in Riding is necessary or appropriate. Notwithstanding, the Visitor specifically acknowledges and agrees as follows:

**(a) ASTM/SEI Headgear**

The Trainer has advised the Visitor, for his or her own protection, that if Visitor is Riding Horses, Visitor must wear properly fitted and secured ASTM-standard/SEI-certified protective headgear (helmet and strap) that is designed for use when Riding Horses. The Visitor is not relying on Taildragger or the Trainer to provide a helmet for his or her use, to check any helmet or helmet strap worn by the Visitor, or to monitor the Visitor's compliance with the suggestion set forth in this paragraph, now or in the future. This requirement may not be waived unless such waiver is in writing and signed by an authorized agent of Taildragger.

**(b) Loosening of Saddle Girth**

The Visitor acknowledges that he or she has been instructed by the Trainer (should Visitor be taking lessons) that saddle girths (i.e., the strap securing the saddle to the Horse) may loosen during Riding. The Visitor agrees to alert the Trainer immediately of any looseness so action can be taken to avoid slippage of the saddle and the potential for the Visitor to fall from the Horse as a result.

**Section 6. Severability**

If any provision or provisions of this Agreement is held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 7. Governing Law/Venue**

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Maine, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in State of Maine shall have jurisdiction to hear any dispute under this Agreement and all Parties submit to the jurisdiction of such courts.

**WARNING - MAINE EQUINE LIABILITY ACT**

UNDER MAINE LAW, AN EQUINE PROFESSIONAL HAS LIMITED LIABILITY FOR AN INJURY OR DEATH RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. 7 M.R.S.A. § 4103-A et seq.



I/WE, THE UNDERSIGNED, REPRESENT AND WARRANT THAT I/WE HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND THAT BY SIGNING THIS AGREEMENT I/WE UNDERSTANDING THAT I/WE AM GIVING UP CERTAIN RIGHTS, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO SUE TODAY OR IN THE FUTURE FOR DAMAGES SUSTAINED AS A RESULT OF THE NEGLIGENCE OR OTHER LEGAL LIABILITY OF TAILDRAGGER. I/WE HAVE READ AND UNDERSTAND THE MAINE EQUINE LIABILITY ACT NOTICE SET FORTH ABOVE.

I/WE ATTEST THAT ALL FACTS SET FORTH HEREIN ARE TRUE AND ACCURATE.

Date: \_\_\_\_\_

Visitor or Parent/Legal Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Relation to Visitor: \_\_\_\_\_ Phone: \_\_\_\_\_