

# J&M Stables Liability Waiver

Please complete all required fields of this form. Each form is kept for record purposes. A copy of your responses will automatically be shared via email at the completion of this form.

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Cell# \_\_\_\_\_

DOB: (MM/DD/YYYY) \_\_\_\_\_

Additional Family Members/Children (must be within same household)

Please include name and Date of Birth for each member within the same household as the original form responder. If none, please write None or N/A.

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I agree to the following agreement with J&M Stables LLC operating at 598 Southwick RD Westfield Ma (hereafter referred to as "J&M") as a condition for its allowing me, and/or the persons identified below, to engage in any or all of these activities: attend and/or participate (directly or indirectly) in one or more lessons, clinics, or instructional activities with J&M; be near horses, ponies, donkeys, or mules (regardless of who owns them); handle horses, ponies, donkeys, or mules; receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses, ponies, donkeys, or mules at any time and at any location from J&M; ride horses, ponies, donkeys, or mules on or near the facilities of any location where a clinic or instructional activity with J&M that takes place; observe J&M handling my own horse, pony, donkey, or mule; and/or use equipment (including, but not limited to, "Natural Horsemanship" halters, lead ropes, or others) on or near horses, ponies, donkeys, or mules before, during, or after the clinic, lesson, or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities.") **Initials** \_\_\_\_\_

All parts of this agreement shall apply to me and to the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Waiver, Agreement, and Release of Liability is intended to be valid and binding at all times, now and in the future, when J&M permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location. **Initials** \_\_\_\_\_

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities at any time and at any location. **Initials** \_\_\_\_\_

Please initial each page here \_\_\_\_\_

2. Consideration/Binding Effect. I am signing this Waiver, Agreement, and Release of Liability in consideration for being allowed to engage in any or all of The Activities. This Waiver, Agreement, and Release of Liability is intended to be valid and binding at all times, now and in the future, when J&M permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

**Initials** \_\_\_\_\_

3. Risks of Equine Activities. I understand that anyone riding, handling, or even near a horse, pony, donkey, or mule (these animals will hereafter be referred to as "equines" in this document) can suffer bodily and other injuries at any time and without warning. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them. I also understand that riding, handling, working with, or even being near an equine or taking part in any of The Activities can expose me to numerous hazards, which could include, for example: (a) The propensity of equines 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 movement, and unfamiliar objects, persons, or other animals; (c) certain hazards such as surface and subsurface conditions; (d) collisions with other equines or objects; (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 animal or not acting within the participant's ability. I understand these risks and dangers that are an inherent and integral part of equine activities and The Activities, and I agree to assume each of them. I also understand that these are just WAIVER, AGREEMENT, AND RELEASE OF LIABILITY – Massachusetts **Initials** \_\_\_\_\_

(Continued) some of the risks, and I agree to assume others that are not mentioned above. I am not relying on J&M to list all possible equine-related or non equine-related risks for me in this document or at any other time in the future. **Initials** \_\_\_\_\_

## 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. **Initials** \_\_\_\_\_

WAIVER AND LIABILITY RELEASE. As consideration for J&M allowing me to engage in any or all of The Activities, now or in the future, at any location, and with full knowledge and appreciation of the inherent risks of equine activities, I freely and voluntarily agree to assume the risks involved in any aspect of The Activities at any time. I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time when engaging in The Activities or while participating (directly or indirectly) in the clinic or instruction with J&M. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. As further consideration for J&M allowing me to engage in any or all of The Activities, now or in the future, to the greatest extent allowed under Massachusetts law, and with full knowledge and appreciation of the risks, I (on behalf of myself and my minor child/ren, if any) freely and voluntarily agree that J&M Stables, Mary Hayden, Wallace Hayden, Clay Maloney, Vanessa Maloney, and their respective officers, directors, employees, agents, assistants,

Please initial each page here \_\_\_\_\_

representatives, assigns, and others acting on their behalf shall not be liable for any claims, demands, actions, omissions, or causes of action (whether they occur now or in the future, and whether they are known or unknown, anticipated or unanticipated), resulting from either the ordinary negligence of J&M or of others associated with J&M, or a violation by any of them of a provision of the Massachusetts equine liability law, personal injuries, personal property damages, or losses of any kind that I (and/or my minor child/ren, if any) may sustain as a result of participating in, preparing for, attending, or engaging in any of The Activities at any time (except if such injury or damage is directly caused by J&M’s willful or wanton disregard for my safety; or intentional wrong doing). On behalf of myself and on behalf of the minor children/legal wards listed above, am voluntarily releasing these claims against these parties regardless of whether the claims may result from or arise out of my or my child’s bodily injury, death, or property damage while engaging in any or all of The Activities at any location and at all times, now and in the future. **Initials** \_\_\_\_\_

If the Activities involve the use of an equine that I own or that have the lawful use and possession of, I also agree to hold harmless and release Mary Hayden, Wallace Hayden, Clay Maloney, Vanessa Maloney, or J&M Stables and their respective officers, directors, employees, agents, assistants, representatives, assigns, and others acting on their behalf from liability for any and all injuries, damages, or losses that the equine(s) may sustain at any time arising out of its involvement (directly or indirectly) in the Activities that may accrue from any cause whatsoever, including accidents, illness, or injuries (except if such injury or damage is directly caused by J&M’s gross negligence, willful and wanton misconduct, or intentional misconduct.) **Initials** \_\_\_\_\_

INDEMNIFICATION. I also agree to indemnify and hold harmless Mary Hayden, Wallace Hayden, Clay Maloney, Vanessa Maloney, or J&M Stables, and their respective officers, directors, employees, agents, assistants, representatives, assigns, and others acting on their behalf against all liability, claims, losses, damages, or expenses which are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of the activities at any time and at any location in connection with my attendance or participation in the clinic or instructional activity with J&M. [“Third persons” are any and all people who are not parties to this Agreement and includes, but is not limited to, my relatives, guests, other clinic participants, spectators, or visitors, etc.]. The indemnification shall include reimbursement of J&M’s reasonable attorney fees. **Initials** \_\_\_\_\_

ASTM/SEI Headgear. I agree to be fully responsible for my own safety at all times while engaging in any or all of The Activities at any time and at any location. J&M has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective Headgear (helmet and strap) that is designed for use when riding or when near equines. I am NOT relying on J&M to provide a certified helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. If I choose to wear an ASTM-standard/SEI-certified helmet, or if I choose not to, this is my decision alone. **Initials** \_\_\_\_\_

Emergency contact information: (please include name, phone number and relationship to participant)

\_\_\_\_\_  
\_\_\_\_\_

This Waiver, Agreement, and Release of Liability is governed by Massachusetts law and is intended to be as broad and inclusive as the law permits. This document can only be modified in a written document that is signed by me and Caroline V. Rider (on behalf of Rider Horsemanship, Inc.). Should any clause in this document conflict with the law, only that clause will be void and the remainder of this document shall stay in full force and effect at all times. It is also mutually agreed that any disputes arising under this

Please initial each page here \_\_\_\_\_

Waiver, Agreement, and Release of Liability, or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Hampden County, Massachusetts, where J&M is incorporated and transacts business; I agree that this is a convenient location. **Initials** \_\_\_\_\_

ALSO, I REPRESENT THAT:

I AM AT OR OVER 18 YEARS OF AGE; **Initials** \_\_\_\_\_

I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS; **Initials** \_\_\_\_\_

I HAVE READ THIS ENTIRE WAIVER, AGREEMENT, AND RELEASE OF LIABILITY (ALL FOUR PAGES), AND I FULLY UNDERSTAND IT; **Initials** \_\_\_\_\_

I AM AWARE THAT THIS DOCUMENT IS LEGALLY BINDING AND THAT BY SIGNING IT I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES; **Initials** \_\_\_\_\_

I INTEND FOR THIS WAIVER, AGREEMENT, AND RELEASE OF LIABILITY TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT, AND RELEASE OF LIABILITY IS TRUE AND ACCURATE **Initials** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

FOR BOARDING ONLY:

Horse name \_\_\_\_\_ Estimated value of horse \$ \_\_\_\_\_

Please initial each page here \_\_\_\_\_