

Kearsarge Meadows, LLC
Horse Board / Livery
Release of Liability Agreement

This Release of Liability Agreement is made and entered into on this day of _____, by and between Kimberley Edelmann of Kearsarge Meadows, LLC, of Warner, New Hampshire, hereinafter designated as MANAGER and _____ hereinafter designated as BOARDER. This agreement covers the Board / Livery of Boarder's Horse(s), hereinafter designation as HORSE and listed below:

<i>Horse's Name</i>	<i>Sex</i>	<i>Age</i>	<i>Color</i>	<i>Height</i>	<i>Breed / Registration Details</i>

In return for the stabling and daily care of HORSE, use of the equestrian aspects of the property & facilities, and other equine related services provided by MANAGER and Kearsarge Meadows employees, BOARDER, his heirs, assigns, and legal representatives, hereby expressly agree to the following statements :

- Boarder accepts and understands that according to the NH RSA 508:19, **“Under New Hampshire Law, a participant in equine activities assumes the risk of any injury, harm, damage, or death and any legal responsibility that may occur to participant resulting from the inherent risks associated with equine activities.”**

Boarders Initials: _____

- It is the responsibility of Boarder to carry full and complete insurance coverage on Horse, personal property kept at Kearsarge Meadows, and himself. Manager is not responsible for insuring Boarder's Horse or personal property.

Boarders Initials: _____

- Boarder agrees to assume any and all risks involved in or arising from the Boarder's use of or presence upon Manager'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 unavailability of emergency medical or veterinary care, or the negligence or deliberate act of another person not associated with Kearsarge Meadows.

Boarders Initials: _____

- Boarder agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable and release 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, cost or expenses arising out of Boarder's use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including

consequential damages, except if the damages are caused by the direct, willful, and wanton negligence of the Manager.

Boarders Initials: _____

5. Boarder agrees to waive the protection afforded by any statute or law in any jurisdiction 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.

Boarders Initials: _____

6. Boarder agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arise from the Boarder's use of or presence upon the Manager's property and facilities.

Boarders Initials: _____

7. Boarder agrees to abide by all of Manager's rules and regulations.

Boarders Initials: _____

8. Boarder will ensure Horse shall be free from infection, contagious, or transmissible disease upon arrival. Manager reserves the right to refuse to allow a horse onto Manager's property if believed to be not in proper health or is deemed dangerous or undesirable.

Boarders Initials: _____

9. This contract is non-assignable and non-transferable and is made and entered into the State of New Hampshire 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 and the State Law is to be obeyed. When the Manager and Boarder and Boarder's parent or guardian, if Boarder is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Boarders Initials: _____

10. Boarder recognises that Manager is not a licensed equine medical practitioner, nor that Manager has any formal equine medical training. Boarder recognises that Manager will seek emergency assistance on behalf of Horse as deemed necessary. Boarder authorises Manager to contact any Veterinarian or Farrier in cases of emergency on behalf of Horse. Boarder agrees to cover any expenses that are incurred due to this emergency action.

Boarders Initials: _____

Please provide the following information.

Name of Boarder	_____	Veterinarians (in order of preference)
Home Address	_____	_____
Town, State, Zip Code	_____	_____
Telephone	_____	_____
Mobile / Cell Phone	_____	Farriers (in order of preference)
Emergency Contact	_____	_____
Relationship to Boarder	_____	_____
Best Contact Telephone	_____	_____
Signatures	Boarder	_____
	Boarder's Parent / Guardian if a Minor	_____
	Kearsarge Meadows Owner	_____

Please use the space below to disclose and alert Manager to any known issues, allergies, behaviours, or conditions with Horse which may require special attention or handling, including those which are current and those which are not current but may recur during his stay at Kearsarge Meadows.

Welcome to Kearsarge Meadows, Home of Happy Horses