

Kearsarge Meadows, LLC
Visitor's Release of Liability

This RELEASE of LIABILITY is made and entered into on this day of _____, by and between Kimberley Edelmann of Kearsarge Meadows, LLC, hereinafter designated MANAGER and _____, hereinafter designated VISITOR. While as a visitor of Kearsarge Meadows, LLC, Visitor, his heirs, assigns, and legal representatives, hereby expressly agree to the following statements :

1. Visitor 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.”**
2. It is the responsibility of the Visitor to carry full and complete health and life insurance coverage on his personal property and himself.
3. Visitor agrees to assume any and all risks involved in or arising from their 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 care, or the negligence or deliberate act of another person.
4. Visitor 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 their 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.
5. Visitor 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.
6. Visitor agrees to indemnify and defend Manager against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from their use of or presence upon the Manager's property and facilities.
7. Visitor agrees to abide by all of Manager's rules and regulations.
8. 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 Visitor sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Manager's Signature

Visitor's Signature

Date

Visitor's Emergency Contact Name / Phone #

Parent or Guardians Name

Parent or Guardian's Signature

Visitor or Parent / Guardian Identification