

EQUINE RIDING and/or TRAINING INSTRUCTION AGREEMENT
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT (for individuals)

WHITE BIRCH FARM LLC
1392 NORTH ROAD, NORTH YARMOUTH, MAINE 04097

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING.

- A. Registration of student and agreement purpose. I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction as a student of WHITE BIRCH FARM LLC, and that I will either utilize my own horse or school horses provided by WHITE BIRCH FARM LLC for instruction purposes.

Student Name (please print name) _____

Age (if under 18) _____ DOB: _____

Weight (over 240#) yes _____ no _____

Horse handling/riding experience (check one that applies):

Beginner (under 10 hours) _____ (over 10 hours) _____

Does this student have any physical or mental condition(s), which may affect his/her safety and ability to ride and/or train a horse? Yes No (circle one)

If you circled, "YES", how can we help this student with his/her special needs?

MEDICAL INSURANCE I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance company shall pay for ALL such incurred expenses.

My medical insurance company is _____

My policy # is _____

I do not carry medical insurance _____

B. Agreement Scope and Territory and Definitions. This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of WHITE BIRCH FARM LLC'S physical location. This agreement is intended to be valid and binding at all times now and in the future when WHITE BIRCH FARM LLC permits me (directly or indirectly) to enter WHITE BIRCH FARM LLC'S property, be on WHITE BIRCH FARM LLC'S property, be near any horse, receive riding and/or training instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off of WHITE BIRCH FARM LLC'S property. Any disputes by the rider shall be litigated in Cumberland County, Maine. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY", shall herein refer to the above registered student and the parents or legal guardian thereof if a minor.

C. Inherent Risks/Assumption of Risks. I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The sudden movement, unfamiliar objects, persons, or other animals, Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 _ to 5 _ feet, and the impact may result in harm to the rider. Horseback riding and training are activities in which one much smaller, weaker predator animal (the human) tried 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 divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short, spinning around, changing directions and/or speed at will, shifting its weight, bucking, rearing, kicking, biting, and/or running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on WHITE BIRCH FARM LLC to list all possible risks for me.**

D. Conditions of Nature Warning, Unfamiliar and Sudden Sights, Sounds and Movements Warning, and Inspection of Premises. I/WE ACKNOWLEDGE THAT: WHITE BIRCH FARM LLC is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me.** The student and parent or legal guardian have inspected WHITE

BIRCH FARM LLC'S facilities and are satisfied that all premise conditions are reasonably safe for this student's intended purpose, usage and presence upon WHITE BIRCH FARM LLC'S premises.

E. Saddle Girths/Natural Loosening Warning. I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.

F. Protective Headgear/Helmet Warning. I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by WHITE BIRCH FARM LLC that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or training and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall or other occurrences. **I am not relying on WHITE BIRCH FARM LLC and/or its associates to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**

G. Liability Release. I/WE AGREE THAT: In consideration of WHITE BIRCH FARM LLC allowing my participation in this activity, under the terms set forth herein, I, the STUDENT, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge WHITE BIRCH FARM LLC, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to WHITE BIRCH FARM LLC'S and/or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of WHITE BIRCH FARM LLC'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action against WHITE BIRCH FARM LLC and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of WHITE BIRCH FARM LLC, to include while riding, training, handling or otherwise being near horses owned by me or owned by WHITE BIRCH FARM LLC, or in the care, custody or control of WHITE BIRCH FARM LLC, whether on or off the premises of WHITE BIRCH FARM LLC, but not limited to being on WHITE BIRCH FARM LLC'S premises.

H. Equine Activity Liability Act (EALA) Warning or Language: I/WE acknowledge that I have reviewed Maine's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

All Students and Parents or Legal Guardians must sign below after reading this entire document.

Signer Statement of Awareness

I/We, the undersigned, represent that I/We have read and do understand the foregoing agreement, liability release and assumption of risk agreement. I/We understand that by signing this document I am giving up rights to sue today and in the future. I/We attest that all facts are true and accurate. I am signing this while of sound mind and not suffering from shock, or under the influence of alcohol, drugs or intoxicants.

Signature of Student (Spouses must sign for themselves) Date

Signature of Parent, Guardian and/or Spouse #1 Date

Signature of Parent, Guardian and/or Spouse #2 Date

Address in full

Home phone # Business or cell phone #

Person to contact in case of emergency and relationship to student

Emergency phone #