

WHITE BIRCH FARM LLC
1392 North Road
North Yarmouth, Maine 04097

Release and Indemnity Agreement

This Release and Indemnity Agreement (“Release”), dated _____, 20____, witnesses that _____ (“Guest”), and his or her parent or legal guardian (if Guest is under eighteen (18) years of age), acknowledges and agrees as follows:

Horse boarding and horseback riding are inherently dangerous activities either of which subject participants to risk of severe bodily injury and death. Guest willingly accepts responsibility for any such injury or death sustained while on the premises (“Premises”) operated by White Birch Farm LLC (“Stable”) and owned by Gray Dog LLC (“Property Owner”), regardless of how any such injury or death is caused.

Guest will defend and, except to the extent caused by the gross negligence or willful conduct of Stable, indemnify Stable, Property Owner, and their employees, agents, members and managers, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys’ fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the use by Guest of the Premises or any part of Stable’s property, or occasioned wholly or in part by any act or omission of Stable or Property Owner, or their contractors, subcontractors, or their respective agents, servants or employees and any person or property while on or about the Premises. Without limitation of any other provision herein, neither the Stable, Property Owner, nor their employees, agents, members or managers shall be liable for, and Guest hereby releases them from all claims for, any injuries to any person or damage to any property sustained by Guest or any other person claiming through Guest due to the Premises or any part thereof being in need of repair or due to the happening of any accident in or about the Premises or due to any act or neglect of any employee, invitee or visitor of Owner.

Guest acknowledges receipt of a copy of the Stable Rules and agrees to comply with all such Stable Rules whenever on the Premises. Guest further acknowledges that the Stable Rules are subject to change at any time, and agrees to be bound by the current Rules that shall be posted conspicuously in or on the barn on the Premises.

Signed and agreed to the date first above written:

Telephone #

Guest

email address

Parent or Guardian
(required for Guest under 18 years of age)

Parent or Guardian
(required for Guest under 18 years of age)

Printed name

Printed name