

HYL-TUN FARM---- ACKNOWLEDGMENT & ACCEPTANCE OF RISKS AND LIABILITY RELEASE
PLEASE READ CAREFULLY!

WARNING: Be aware horses and horseback riding are dangerous at ALL times and under ALL circumstances. Horses and horseback riding involve certain risks that can and often do result in severe and permanent injury, paralysis, disability and death. These risks and dangers are an inherent risk of the sport. It is not possible to predict in every situation how horses will act or react to their surroundings. Included among the principal sources of injuries are trampling, biting; falls with resulting head concussions, back injuries, broken bones and other trauma; and eye injuries from tree branches. Safety is directly affected by the rider's judgment in judging his or her ability, or a parent or guardian in judging his or her child's ability, to ride. To avoid severe falls and other injuries, the rider should ride only within his or her ability, and all participants should be very cautious in and around horses, horse facilities and farm equipment. Also, be alert to continually changing weather and surface conditions and other inherent risks including but not limited to: existing and changing surface or ground conditions; trees, limbs, stumps, roots, fences, bridges, mud, ice, snow; miscellaneous objects which may frighten or spook the horse; other man-made structures or objects and their components; collisions with, or slips, trips and falls resulting from man-made or natural terrain modifications and features; the presence of and collisions with other riders; and failure of others to ride safely.

1. I have read and I understand the Warning above. I understand and acknowledge the risks of injury and death that are a part of all equitation activities including horseback riding. I am aware all forms of such activities are hazardous, filled with high risks and that falls, collisions and injuries are common occurrences resulting from the sport.
2. As a condition of using their facilities including bridges, crossings, trails, jumps, fences, fields, stables and/or their horses, equitation equipment (saddles, tack, etc.) and instructional resources, I hereby Release and Promise I Will Defend, Hold Harmless and Indemnify Ernest & Gwendolyn Hilton (the Hiltons), Hyl-Tun Farm, their affiliates, employees and agents (the Releasees) from any and all liability for disease or personal injury, including death, disability, loss of services and any and all property damage, including damage to my horse and equipment, in any way arising from the use of their facilities, instructional resources, horses and/or equipment, caused by or arising out of any ordinary NEGLIGENCE on the part of the Releasees in the conduct of their operations, and whether or not the injury arose due to defects or conditions that were known, knowable, or latent. Except in the case of gross or willful negligence, I promise for myself, my heirs, personal representatives and assigns, to bring no claims, demands, actions, causes of action or litigation against the Releasees for any economic or non-economic losses due to bodily injury, death or property damage sustained by me and/or my minor child or legal ward in relation to the premises and operations of the Releasees including those which occur while riding, handling or otherwise being near horses owned by or in the care, custody or control of the Releasees. I accept these risks and promise not to sue the Releasees for any loss or injury to person or property that may result from my participation in any equestrian activities at the Hiltons' premises, and from the inherent risks such as (but not limited to) those listed in the WARNING above. This Release is intended to comply with the laws of the State of Maine and to be used to the full extent allowed by the law. If any part of this Release is determined to be unenforceable, all other parts shall be given full force and effect.
3. I accept for use, as is, any facilities and equipment provided and accept full responsibility for its care while in my possession. I also release Hyl-Tun Farm and the Hiltons from any liability for the use of their tack, helmets, vests or other equipment. I understand the facilities are not pristine.
4. There has been no misrepresentation in regard to my height, weight, age or ability.
5. This Release shall extend to MECTA, the Three Flags Pony Club, its officers, directors and members, and to the owners of adjoining property which may be used or traversed, including but not limited to: Central Maine Power Co., Earle and Arlene Gray, and David and Catherine Thornton.
6. I agree all disputes arising under this Release shall be litigated in the State of Maine, governed by the laws of the State of Maine, and in no other jurisdiction. The venue of any dispute shall be either Starks, Maine, or the Somerset County, Maine, District or Superior Courts.
7. This Release shall remain in full force for an indefinite term until specifically revoked in writing. I understand this entire Agreement shall be binding upon my heirs and assigns and shall be equally applicable to any equitation activities undertaken by my child or children at the Hilton's premises.

I, the undersigned have read and understand this Acknowledgment & Acceptance of Risk and Liability Release and, in complete acceptance of the above terms, hereby agree to release and indemnify the Releasees from any and all injuries and damages arising from my use of the facilities and equipment, and from participation in equitation activities.

PRINT RIDER'S NAME- Adult, or Minor Child (under age 18)

Address: _____

Telephone: _____ E-mail: _____

ADULT RIDER'S SIGNATURE

Date

I, the undersigned, have authority to sign this Acknowledgment and Release for the minor child named above and, in complete acceptance of the above terms, hereby agree to release and indemnify the Releasees from any and all injuries and damages arising from the minor's use of the facilities and equipment, and from participation in equitation activities.

PARENT/GUARDIAN – SIGNATURE (If rider is under age 18)

Date