

HOLD HARMLESS AGREEMENT LIABILITY WAIVER AND RELEASE (STUDENTS)

This HOLD HARMLESS AGREEMENT, LIABILITY WAIVER AND RELEASE (hereafter the "AGREEMENT") is made and entered into as of the date last signed below, by and between Larimar Show Stables, LLC, a Connecticut limited liability company, (hereafter called the "MANAGER"), and _____ hereinafter called the "PARTICIPANT," and if Participant is a minor, Participant's parent or guardian, _____ (together called "PARTICIPANT"). Manager and its parents, successors, assigns, subsidiaries, affiliates, officers, owners, directors, employees and agents, and facilities on which same operate are hereafter collectively and individually called the "STABLE." Landowner, Bahr Road Properties LLC and its parents, successors, assigns, subsidiaries, affiliates, officers, owners, directors, employees and agents, and facilities on which same operate are hereafter collectively and individually called the "LANDOWNER." Landowner is a third party beneficiary of this AGREEMENT.

In consideration of \$10.00, to be deducted from the first amount due to the Stable, and other good and valuable consideration from the Stable to the Participant, receipt of which is hereby acknowledged, the Participant hereby expressly agrees to the following:

1. Participant acknowledges that being present at a facility, including the Stable's facilities, where horses and/or other animals are also present, and the acts of riding, caring for, working, spectating, observing, or even simply being in close proximity to, horses and/or other animals (hereafter called "Equestrian Activities") are activities accompanied by significant known and unknown risks. These risks, whether ever-present or spontaneous, observable or unobservable, can result in serious bodily injury and/or death to the Participant, his/her animal(s) or both. Participant acknowledges that such risks cannot be eliminated by any reasonable action of the Stable or the Landowner. The Participant acknowledges that Participant, his/her animal(s), or both, can be injured and/or killed by participating in Equestrian Activities.

2. The Participant acknowledges that Conn. Gen. Stat. § 52-557p provides that:

Each person engaged in recreational equestrian activities shall assume the risk and legal responsibility for any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by the negligence of the person providing the horse or horses to the individual engaged in recreational equestrian activities or the failure to guard or warn against a dangerous condition, use, structure or activity by the person providing the horse or horses or his agents or employees.

3. The Participant agrees that the provisions of this Agreement in which the Participant assumes all risks of and legal responsibility for engaging in Equestrian Activities, and in which the Participant waives and releases the Stable and the Landowner from certain types of liability, are to be interpreted as broadly as possible, and are intended by the Participant and the Stable to extend liability limitations to the Stable and the Landowner beyond those provided in Conn. Gen. Stat. § 52-557p and/or any other applicable statute. The Participant agrees that hazards inherent in equestrian sports include, but are not limited to, the following: equines and other animals behaving with or without warning in ways such as bolting, running, bucking, biting, kicking, shying, spooking, stumbling, rearing, charging, throwing, falling or stepping on a person or object, that may result in injury or death to persons on or around them; the unpredictability of equines' and other animals' reaction to such things as sounds, movement, objects, persons and/or other animals; being matched with horses, tack, and/or equipment not suited to the Participant's abilities and/or skill level; hazards such as unsuitable surface, subsurface and environmental conditions, and equipment failure; collisions with vehicles, stationary objects and/or other animals; limited availability of emergency medical or veterinary care; and/or the ordinary negligence of a participant, the Stable, the Landowner and/or a third party including, but not limited to the failure to guard or warn against a dangerous condition, use, structure or activity, that may cause or contribute to injury or death to the Participant, or damage to the Participant's property.

4. Each and all of the risks and hazards inherent in equestrian sports, including without limitation each of those stated in Paragraph 3 above, are considered, are agreed to be, and are hereafter called, "HAZARDS INHERENT IN EQUESTRIAN SPORTS."

Participant's initials _____

Manager's initials _____

5. EXCEPT AS SPECIFICALLY EXCLUDED HEREIN, PARTICIPANT AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN, OR DIRECTLY OR INDIRECTLY ARISING FROM, THE PARTICIPANT'S USE OF, OR PRESENCE UPON, STABLE'S AND/OR THE LANDOWNER'S PROPERTY AND FACILITIES, INCLUDING WITHOUT LIMITATION THE RISKS OF DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE RESULTING FROM THE HAZARDS INHERENT IN EQUESTRIAN SPORTS INCLUDING THE RISK OF THE STABLE'S AND/OR THE LANDOWNER'S ORDINARY NEGLIGENCE.

6. PARTICIPANT WAIVES, RELEASES, AND AGREES TO INDEMNIFY AND DEFEND THE STABLE AND THE LANDOWNER AGAINST, AND HOLD STABLE AND THE LANDOWNER HARMLESS FROM, ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS OR EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES, WHICH IN ANY WAY DIRECTLY AND/OR INDIRECTLY ARISE FROM THE PARTICIPANT'S USE OF, OR PRESENCE UPON, THE STABLE'S AND/OR LANDOWNER'S PROPERTY OR FACILITIES AND/OR FROM THE RISKS OF DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE RESULTING FROM THE HAZARDS INHERENT IN EQUESTRIAN SPORTS, INCLUDING THE RISK OF THE STABLE'S AND/OR THE LANDOWNER'S ORDINARY NEGLIGENCE, AND AGREES TO PAY ANY/ALL LEGAL FEES AND EXPENSES INCURRED BY THE STABLE AND/OR LANDOWNER IN DEFENSE OF SUCH CLAIMS.

7. PARTICIPANT FURTHER AGREES NOT TO SUE THE STABLE AND/OR LANDOWNER ON ACCOUNT OF OR IN CONNECTION WITH ANY CLAIMS, CAUSES OF ACTION, INJURIES, DAMAGES, COST OR EXPENSES ARISING OUT OF PARTICIPANT'S USE OF OR PRESENCE UPON STABLE'S AND/OR LANDOWNER'S PROPERTY AND/OR FACILITIES, INCLUDING WITHOUT LIMITATION, THOSE BASED ON DEATH, BODILY INJURY, PROPERTY DAMAGE, ECONOMIC, NON-ECONOMIC AND/OR CONSEQUENTIAL DAMAGES RESULTING FROM THE HAZARDS INHERENT IN EQUESTRIAN SPORTS, INCLUDING THE RISK OF THE STABLE'S AND/OR LANDOWNER'S ORDINARY NEGLIGENCE.

8. It shall be the Participant's express and exclusive duty and obligation to, and the Participant agrees that he/she must and shall:

- a) maintain insurance in an amount of no less than one million dollars (\$1,000,000.00) per incident, which shall cover liability to others, and insurance covering medical expenses and personal injury to the Participant;
- b) obtain, learn, follow, and abide by, all of Stable's rules and regulations as may be amended by the Manager from time to time;
- c) continually assess to the Participant's satisfaction the safety and soundness of all animals, equipment, facilities, policies and procedures at the Stable's and/or Landowner's facilities, and to immediately notify the Manager in the event any unsafe or unsound condition is observed;
- d) take appropriate precautions as if each animal with which Participant comes in contact at the Stable has the vice and propensity to behave with or without warning in ways such as bolting, running, bucking, biting, kicking, shying, spooking, stumbling, rearing, charging, throwing, falling or stepping on a person or object, and to react unpredictably and wildly to such things as sounds, movement, objects, persons and/or other animals;
- e) to the greatest extent reasonable under the circumstances, personally assess each animal the Participant rides, works, tacks up, grooms, and/or approaches (including any provided by the Stable), to ensure that each said animal is suitable and safe for the Participant's activities, abilities and skill level; and
- f) personally ensure that all animals, tack and equipment used by Participant (including any provided by the Stable), shall be in proper physical condition, properly fitted, properly adjusted, and properly matched to the Participant's abilities and skill level, so as to be suitably and safely used by the Participant.

Participant's initials _____

Manager's initials _____

9. Participant agrees to waive the protection afforded by any statute or law the purpose, substance and/or effect of which 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.

10. Participant and Stable each warrant that they have had the opportunity to negotiate each of the terms of this Agreement, and to consult with their own counsel over the drafting of this Agreement, and that both parties shall be considered the drafter for purposes of interpreting this Agreement.

11. This Agreement shall be interpreted pursuant to the laws of the State of Connecticut without regard to any conflicts of law provisions. If any term or provision of this Agreement is held unenforceable or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. Exclusive jurisdiction for deciding any and all claims, demands or causes of action premised upon, stemming from, or related to this Agreement and/or any conduct addressed by this Agreement, and/or any damages or injuries alleged to have resulted from any such conduct, shall be in the courts of the State of Connecticut.

12. The provisions of this Agreement shall be binding on the heirs, executors, administrators and assigns of the Parties in like manner as on the original Parties, unless modified in writing by mutual agreement of the Parties.

13. The Participant shall have no power to assign or transfer this Agreement nor any right or obligation hereunder, and any attempt to so assign or transfer shall be void and of no legal effect. This Agreement, and each of the rights and obligations hereunder may be freely assigned and/or transferred by the Stable.

14. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. This Agreement may be incorporated into other agreements, but no other agreement may be incorporated into, nor change the terms, conditions or warranties of this Agreement.

MY SIGNATURE BELOW INDICATES THAT I HAVE HAD THE OPPORTUNITY TO CONSULT MY OWN LEGAL COUNSEL AND TO NEGOTIATE THE TERMS OF THIS AGREEMENT, I HAVE READ THIS ENTIRE AGREEMENT, I UNDERSTAND THE TERMS COMPLETELY AS WRITTEN, I UNDERSTAND I AM GIVING UP CERTAIN LEGAL RIGHTS, AND I AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT IN THEIR ENTIRETY.

Date Received by Participant _____
_____ Signature of Participant on Date Received
Date Agreed / Returned to Stable _____
_____ Signature of Participant on Date Agreed

For Larimar Show Stables, LLC
_____ Signature of Authorized Agent
_____ Printed Name of Authorized Agent
Date: _____

_____ Print Name of Parent or Guardian
_____ Address
_____ Signature of Parent or Guardian
_____ Date

_____ Print Name of Parent or Guardian
_____ Address
_____ Signature of Parent or Guardian
_____ Date