



Mailing Address for entries is: SHOW ENTRIES, CEC, 220 TALCOTT HILL RD, COVENTRY, CT 06238

**CONNECTICUT EQUESTRIAN CENTER**

**HOLD HARMLESS AGREEMENT LIABILITY WAIVER AND RELEASE (STUDENT/ PARTICIPANT/ COMPETITOR / VISITOR/ SPECTATOR)**

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 AvH Equestrian Ventures, LLC, a Connecticut limited liability company d/

b/a Connecticut Equestrian Center (hereafter called the "MANAGER"), and \_\_\_\_\_ hereinafter called

the "PARTICIPANT," and if Participant is a minor, Participant's parent or guardian, \_\_\_\_\_ (together called "PARTICIPANT"). AvH Equestrian Ventures, LLC d/b/a Connecticut Equestrian Center 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."

1. Participant acknowledges that being present at a facility 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. 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, in the absence of this Agreement, 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 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 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 negligence of a participant, the Stable, 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. Participant agrees and understands that the Stable property and facility and adjacent non-Stable-owned properties which Participant might enter, are places where experienced and inexperienced animals and participants are likely to be present. For the purposes of training each, the Stable uses multiple, often hidden or disguised, intentional distractions designed to sensitize animals and Participants to objects, movements and sounds that may cause a fearful or otherwise negative response. Animals and Participants exposed to such intentional distractions may react unpredictably and wildly, and animals may exhibit behaviors including, but not limited to bolting, running, bucking, biting, kicking, shying, spooking, stumbling, rearing, charging, throwing, falling or stepping on a person or object.

5. For the purposes of Versatility and / or Trail lessons, classes and competitions, and Trail Riding on the property, the Stable uses multiple, often hidden or disguised, intentional distractions designed to sensitize animals and Participants to objects, movements and sounds that may cause a fearful or otherwise negative response. Animals and Participants exposed to such intentional distractions may react unpredictably and wildly, and animals may exhibit behaviors including, but not limited to bolting, running, bucking, biting, kicking, shying, spooking, stumbling, rearing, charging, throwing, falling or stepping on a person or object.

Cross-country obstacles, and the use of these, present particular dangers. Anyone who attempts to negotiate such obstacles or participates in a clinic or competition that involves the use of such obstacles acknowledges and accepts these risks, and will hold Connecticut Equestrian Center harmless from any loss or injury resulting from such participation. Furthermore, by participating, the participant is maintaining that s/he, and the participant's horse, are fit and able enough to negotiate such obstacles.

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

7. 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 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 NEGLIGENCE.

8. PARTICIPANT WAIVES, RELEASES, AND AGREES TO INDEMNIFY AND DEFEND THE STABLE AGAINST, AND HOLD STABLE 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 OR INDIRECTLY ARISE FROM THE PARTICIPANT'S USE OF, OR PRESENCE UPON, THE STABLE'S PROPERTY OR FACILITIES 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 NEGLIGENCE.

9. PARTICIPANT FURTHER AGREES NOT TO SUE THE STABLE 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 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 NEGLIGENCE.

10. 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.

11. 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 neither party shall be considered the drafter for purposes of interpreting this Agreement.

12. 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.

13. 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.

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.**

AvH Equestrian Ventures, LLC d/b/a Connecticut Equestrian Center

\_\_\_\_\_  
Signature of Student/Participant/Competitor/Visitor/Spectator

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Print Name of Student/Participant/Competitor/Visitor/Spectator

\_\_\_\_\_  
Print Name of Parent or Guardian

E-mail Address: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_