



## **RELEASE AND HOLD HARMLESS AGREEMENT**

*Please read and understand this document before you sign it.*

Under Connecticut General Statutes § 52-557p each person engaged in equestrian activities shall assume the risk and legal responsibility for any injury to his/her person or property arising out of hazards inherent in equestrian sports.

### **Assumption of Risk and General Release**

I understand that riding horses can be a dangerous sport. I recognize the inherent risks of injury involved in trail riding, riding programs, horse farm activities, horse transportation, conducting horse activities with other riders, etc. Such risks and dangers include, but are not limited to, failure of riders to control their horses, the existence of tree branches and roots, animal burrows, erosion, slippery and uneven footing, waterways, rocks and other conditions. The results of such risks and dangers include, but are not limited to, personal injury, injury to animals, death, or property damage of any kind whatsoever. I hereby assume all the risks and dangers and, further, I voluntarily release and will hold harmless Pomfret Horse and Trail Association, Inc. (hereinafter "PHTA"), all officers, directors, members, agents, independent contractors, volunteers, organizers and employees from all actions, causes of actions, suits, and any and all claims, demands, and liabilities whatsoever, both in law and equity, which I may acquire against PHTA and/or any officers, directors, members, agents, independent contractors, volunteers, organizers and employees in connection with any equestrian or equestrian-related activity. I acknowledge that PHTA has arranged for rides over the land of certain landowners, and I further voluntarily release and will hold harmless the landowners on whose property events may occur from any and all claims, demands, and liabilities whatsoever, both in law and equity, which I may acquire as a result of a PHTA-sponsored ride or event. I agree to indemnify and hold harmless PHTA, all officers, and agents on account of any such claim. The terms hereof shall be binding on my executors, heirs, administrators, and assigns, and shall serve as an assumption of risk and general release for all members of my family including my minor children and/or wards participating in any such activities.

### **Agreement to Pay All Fees, Costs, Damages, etc. and to Self-Insure**

I/we hereby agree to assume all responsibility and risk from my/our use of horses, equipment, premises, and facilities, and further agree to indemnify and hold harmless PHTA, all officers, directors, members, agents, independent contractors, volunteers, organizers and employees against any and all loss or expense, including legal fees and costs, by reasons of liability imposed by law upon PHTA, any officers, directors, members, agents, independent contractors, volunteers, organizers and employees for damages because of bodily injuries, including death or because of property damage sustained, accidentally or otherwise, by any persons, including the undersigned arising out of or in consequence of the use of horses or equipment or the use of or presence on the premises.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating. I agree I shall be solely responsible for the payment of any medical costs and expenses incurred on my behalf.

### Compliance of Rules

I agree to follow the instructions of PHTA and its officers, volunteers, and employees at all times and not to undertake any activity which PHTA has not specifically authorized. I further understand I am required to wear appropriate leather footwear with heels and an ASTM/SEI certified helmet properly secured at all times when mounted on a horse.

*I have read this entire Agreement, fully understand its terms and conditions, and sign it freely and voluntarily.*

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

IF SIGNING FOR MINOR CHILD PARTICIPANT:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name of parent/guardian)

Signing for: \_\_\_\_\_ (Print name of minor participant)

### Media Release

Pomfret Horse and Trail Association Inc. has the right to use, reproduce and/or distribute photographs or videotapes of me and/or my horse, written communication from me, and statements from me given during an interview. Such use includes advertising, press releases, promotional materials, and the PHTA website.

Please initial:

\_\_\_\_\_ I give permission

\_\_\_\_\_ I do not give permission

\_\_\_\_\_

NOTE: This Agreement may be accessed online and executed and delivered by electronic signature (including portable document format) by the signer. In that circumstance, the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.