

WAIVER AND RELEASE OF LIABILITY
--READ BEFORE SIGNING--

IN CONSIDERATION of being provided access to certain premises located at 150 Mast Road, Lee, New Hampshire and the surrounding areas (the "Premises") and being permitted to ride and visit horses owned by Start Box RE, LLC ("Stable") or others, including horses boarded at the Premises, I KNOWINGLY AND VOLUNTARILY EXECUTE THIS WAIVER AND RELEASE OF LIABILITY and, on behalf of myself and my personal representatives, heirs and next of kin, intending to be legally bound, acknowledge, agree and represent as follows:

1. I request to participate in equestrian activities on the Premises, including but not limited to, riding, handling, mounting, walking, boarding, and feeding horses, in addition to participating in lessons regarding the riding and handling of horses (collectively, "Equestrian Activities").

2. I recognize that Equestrian Activities are a dangerous sport involving a high degree of risk, including, but not limited to, the risks of death, minor or serious bodily harm, property damage, falls, kicks, bites, collisions with vehicles, collisions with horses, collisions with stationary objects, and the unavailability of emergency medical care, and I hereby knowingly and voluntarily assume such risk and I further acknowledge and understand that the behavior and temperament of horses is unpredictable.

3. I recognize and agree that there are inherent risks in Equestrian Activities which cannot be eliminated, including, but not limited to:

a. The propensity of equines to behave in ways (such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on) that may result in injury, harm, or death to persons on or around them;

b. The unpredictability of an equine's reactions to such things as sounds, sudden movement, and familiar and unfamiliar objects, persons, or other animals;

c. Certain hazards related to the surface and subsurface of areas where Equestrian Activities occur;

d. Collisions with other equines;

e. Injury to, or death of, any equines that I may bring onto the Premises;

f. Collisions with objects, including, but not limited to, the ground and objects on the ground, jumps, fences, buildings, farm implements, automobiles, trees, and other natural and unnatural objects located directly in or accessible to the area where Equestrian Activities occur; and

g. The potential for me or others participating in Equestrian Activities to act in a negligent manner that may cause or contribute to injury, harm, or death to myself or others, for example by failing to maintain control over the animal or failing to act within one's own ability.

4. Compliance with Rules. I hereby agree to abide by all of the Stable's rules and regulations, and acknowledge that the Stable has posted such rules and regulations in a clearly visible and prominent location, and I have reviewed them prior to signing this Waiver.

5. Use of Personal Horse. I acknowledge that if I am using my own horse, such horse shall be free from infection or contagious disease. I further acknowledge and accept that the Stable reserves the right to refuse to allow me to ride or board my horse on the Premises if the Stable, in its sole and absolute discretion, deems said horse not to be in proper health, or otherwise dangerous or undesirable.

6. Medical Condition & Insurance. I hereby represent that I do not have any physical condition or limitation that would prevent me from participating in Equestrian Activities. I acknowledge and understand that Stable strongly recommends that I not participate in Equestrian Activities unless I have medical insurance sufficient to cover both minor and serious bodily injuries arising from Equestrian Activities and that I have disability insurance if I am employed or have other significant responsibilities.

7. Assumption of Risk. I knowingly and freely assume all risks, both known and unknown, associated with Equestrian Activities on the Premises, EVEN IF ARISING FROM THE NEGLIGENCE of Stable, its employees, volunteers, laborers and/or agents (collectively, the "Releasees") or others, and I further assume full responsibility for any activities I may engage in while on the Premises, including participation in Equestrian Activities.

8. Consent to Receive Medical Treatment. I consent to receive any and all medical treatment that may be deemed advisable by the Releases, or any of them, in their sole discretion, in the event of injury, illness or accident that I may suffer while participating in Equestrian Activities on the Premises or while on the Premises for any other purpose.

9. Release and Covenant Not to Sue. I hereby release, waive, and discharge the Releasees, and each of them, from, and in addition covenant not to sue the Releasees, or any of them, for, any loss, injury, or death to my person or property, including, but not limited to, any horse, pet, or other animal I may bring on the Premises, in any way arising in connection with my participation in Equestrian Activities on the Premises or my presence on the Premises in order to visit horses owned by Stable, myself, or others, including horses boarded at the Premises, or my presence on the Premises for any other purpose, whether or not such loss or injury is caused by the negligence of the Releasees or any of them.

10. Indemnification. I hereby agree to indemnify, defend, and save and hold harmless the Releasees, and each of them, from any loss, liability, damage or cost that might be sustained by me, by a horse, dog, or any other pet I bring on the Premises, or any third party or parties, or the property of any third party or parties, in connection with my participation in Equestrian Activities on the Premises or my presence on the Premises in order to visit horses owned by Stable, myself, or others, including horses boarded at the Premises, or my presence on the Premises for any other purpose, whether or not such loss or injury is caused by the negligence of the Releasees or any of them.

11. Scope of Release and Indemnity. I expressly agree that the indemnification provided to Releasees in this Waiver and Release of Liability is intended to be as broad and as inclusive as permitted by the laws of the state of New Hampshire.

12. Choice of Law; Jurisdiction and Venue. This Waiver and Release of Liability shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire without regard to conflict of laws principles. I hereby agree to submit to personal jurisdiction within the State of New Hampshire and further agree that the exclusive venue for resolving disputes arising in connection with this Waiver and Release of Liability shall be in state or federal court in the State of New Hampshire.

13. Modification of Waiver and Release of Liability. Any modification of this Waiver and Release of Liability or additional obligation assumed by me or the Releasees, or any of them, in connection with this Waiver and Release of Liability shall be binding only if evidenced in a writing signed by each party or his, her or its authorized representative.

14. Severability. The invalidity of any portion of this Waiver and Release of Liability shall not be deemed to affect the validity of any other provision hereof. In the event that any provision of this Waiver and Release of Liability is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed subsequent to the invalid provision being expunged.

15. Costs and Attorneys' Fees. In the event that any costs are incurred to enforce any covenant contained in this Waiver and Release of Liability, including costs incurred in connection with any action at law or in equity to enforce this Waiver and Release of Liability, I agree to pay such costs, including, but not limited to, reasonable attorneys' fees.

16. Limitation of Actions. I acknowledge that any action or claim against Releasees, or any of them, in connection with this Waiver and Release of Liability must be brought within one (1) year of the date that the loss or injury giving rise to such claim occurs.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, I FULLY

UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
(Participant's Signature)

Witness

DATE SIGNED: _____

(Participant's Name - Please Print)

(Name of Parent or Guardian if Rider is a Minor - Please Print)

[To be used if participation to include person under the age of 18]

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for the participant identified below, do consent and agree to his/her release as provided above of all the Releasees, and each of them, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees, and any of them, from any and all liabilities incident to my minor child's involvement or participation in Equestrian Activities or otherwise arising in connection with my minor child's presence on the Premises, as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR ANY OF THEM.

PARENT/GUARDIAN:

PARTICIPANT:

X _____
(Parent's/Guardian's Signature)

(Participant's Name)

DATE SIGNED: _____

Emergency Phone Number: _____