

**LIABILITY RELEASE & COVENANT NOT TO SUE
ACKNOWLEDGMENT OF RISKS & HAZARDS**



Participant: _____ Age: _____ Sex: _____ Height: _____ Weight: _____
 (Please Print)
 Home Address: _____ City/Town: _____ State: _____ Zip: _____

1. I accept for use, as is, the horse and riding equipment listed on this form and accept full responsibility for their care while they are in my possession. I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND** and **HOLD HARMLESS**, Black Mountain Stables for all loss or damage I may cause to this animal or riding equipment, except for reasonable wear and tear to the equipment.
2. I understand that horseback riding is a **HAZARDOUS ACTIVITY**. I understand that horseback riding involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in horseback riding, including but not limited to: the behavior of my horse, or any horse under all conditions, the unevenness of the ground surface which contains rocks, tall and slippery grass, bumps, water bars, ruts and stumps, encounters with wild or domestic animals and collisions with other trail users, trees or objects. I understand that having a Black Mountain Stables employee present does not lessen the amount of severity or the risks of horseback riding. I understand that Black Mountain Stables is not responsible for my safety. I understand and accept that minor injuries may become life-threatening emergencies when far away from health care facilities.
3. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in this activity
4. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in this activity or related activities, or while present on Black Mountain Stables premises, and I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND** and **HOLD HARMLESS**, Black Mountain Stables, its parent companies, owners, directors, officers, agents, employees, land owners, as well as the equipment manufacturers and distributors, hereafter collectively called **RELEASEES** from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in this activity, related activities, or my use of the Black Mountain Stables trail system, its horses and riding equipment, its maps and guides, or Black Mountain Stables premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
5. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**
6. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable law of New Hampshire. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I may bring against the **RELEASEES** shall be submitted to the jurisdiction of the state or federal Courts in New Hampshire and that no claims against the **RELEASEES** shall be brought in any other jurisdiction. I agree that there have been no warranties, express or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.
7. I acknowledge reading the Black Mountain Stables Horseback Rider's Code of Conduct on the reverse side of this release. I agree to abide by all of the rules and regulations contained in this Code at all times.
8. I consent to the use by Black Mountain Stables of any pictures (video and print) for commercial purposes, or otherwise, of me in connection with the activities of Black Mountain Stables.
9. I understand that permission to use Black Mountain Stables' horses, riding equipment, trails and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Covenant Not to Sue.
10. I have read the above paragraphs and fully understand them. I understand that this is a **RELEASE OF LIABILITY**, which will legally prevent me or any other person from filing suit, or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to Black Mountain Stables regarding my name, age or medical condition.

Signature (Participant): _____ Date: _____

As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above document, and that by signing this document on behalf of the minor, the minor and I agree to be bound by its terms. I agree to **INDEMNIFY, DEFEND** and **HOLD HARMLESS** the **RELEASEES** for any claim or suit arising out of said minor's participation in the activity or said minor's presence on Black Mountain Stables premises.

Signature (Parent/Guardian): _____ Dated: _____

FOR BLACK MOUNTAIN STABLES USE ONLY

Name of Horse: _____ Time: _____

Name of Attendant(s): _____ Date: _____