

**Charlesgate Equestrian LLC
999 Concord Road LLC
Waiver and Release of Liability**

I expressly agree and contract on behalf of myself, my heirs, personal representatives, successors and assigns, that Charlesgate Equestrian LLC, 999 Concord Road LLC and their employees, managers, representatives, agents, and affiliated entities (hereinafter jointly "Charlesgate Equestrian"), shall not be liable for any damages arising from personal injuries (including death) sustained by me or damage to property, as a result of my participation in activities on the premises at 999 Concord Road, Sudbury, Massachusetts or elsewhere that are organized, directed or controlled by Charlesgate Equestrian, including but not limited to horseback riding instruction and the care and boarding of horses, regardless of whether such injuries result, in whole or in part, from the negligence of Charlesgate Equestrian.

By the execution of this Agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and noneconomic), and losses of any type, which may occur to me, whether foreseen or unforeseen, and I hereby fully and forever release and discharge Charlesgate Equestrian, their employees, managers, representatives, agents, and affiliated entities, from any and all claims, demands, damages, rights or causes of action, or costs, present or future, whether the same be known or unknown, anticipated, or unanticipated, whether under tort or other civil liability, resulting from or arising out of my participation in activities organized, directed or controlled by Charlesgate Equestrian.

I expressly agree to indemnify and hold Charlesgate Equestrian harmless from and against any and all claims, demands, liabilities, suits, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I agree to be solely responsible for my safety and well-being. I agree to comply with any and all warnings, instructions, directions, rules and procedures promulgated by Charlesgate Equestrian regarding participation in activities at Charlesgate Equestrian. I agree to conduct myself in a controlled and reasonable manner at all times.

I understand that participation in the activities of Charlesgate Equestrian involves inherent risk of serious injury, including permanent disability or death. I further understand that such risks include, but are not limited to, the following:

1. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
2. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
3. Hazards, including, but not limited to, surface or subsurface conditions;
4. A collision with another equine, another animal, a person, or an object;
5. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I acknowledge receipt of all written warnings, rules, procedures and instructions provided to me by Charlesgate Equestrian.

WARNING

Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities pursuant to section 2D of chapter 128 of General Laws.

I have read the foregoing waiver and release of liability and voluntarily executed this document with full knowledge of its content.

Signature

Print Name

Date

*****IF PARTICIPANT IS A MINOR UNDER EIGHTEEN (18) YEARS OF AGE, THIS WAIVER AND RELEASE MUST BE SIGNED BELOW BY THE PARTICIPANT'S PARENT, GUARDIAN, CUSTODIAN OR LEGAL REPRESENTATIVE *****

Signature

Print Name

Date