



Blue Top Farm, L.L.C.

Waiver of Right to Sue and Assumption of Risk

I, _____, acknowledge the intrinsic dangers of equine activities and that these dangers include the risk of bodily injury or death from handling, riding, driving or being in close proximity to equines. I also acknowledge the intrinsic dangers of participating in activities on a working farm where large machinery can be in operation and buildings are designed for animal health & safety and working efficiency. I also acknowledge that both equine and rider can be injured (fatally or otherwise) in normal use, in training, or in competition.

I fully understand that when I engage in equine activities at Blue Top Farm, I expose myself to dangers that include but not limited to i) the propensity of an equine to behave in dangerous ways which may result in injury, harm or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, person or other animals; (iii) collisions with other animals or objects; (iv) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability; and (v) certain hazards of surface or subsurface conditions, including terrain where hazards may be hidden by vegetation. (I also acknowledge that surface or subsurface conditions that I thought I was familiar with may change – for example, firm, smooth ground might become dangerously soft or acquire animal burrows.)

In consideration for the privilege of engaging in equine activities at Blue Top Farm which is a working farm, I agree, for myself, my heirs, successors, guardians and legal representatives, to:

- a) wear a hard hat at all times while riding at Blue Top Farm and to follow all participation rules established by Blue Top Farm, and
- b) assume the risk of the intrinsic dangers of equine activities and of a working farm on Blue Top Farm property, and
- c) release any claim and agree not to make or bring any claim of any kind against Blue Top Farm, L.L.C., or its officers, directors, members, employees, assigns, or guests or any landowners, landholders or the persons making property available for Blue Top Farm-sponsored events, for any injury (including death), to me, my relatives or my guests, or for any damage to my property, including but not limited to my equine whether from anyone's negligence or not, or any other cause.

I further agree that if anyone makes any claims because of any injury to me (including death), or for any damage to my property (including to my equine), I will keep all those released by this agreement free of any damages or costs because of those claims.

(Print name, address and phone number)

Date: _____

Signature: _____
(parent or legal guardian must sign for those under 18 years of age)