

SPECTATOR WAIVER AND RELEASE
--READ BEFORE SIGNING--

In consideration of my being permitted by Susan Ballentine ("Ballentine") to view equines (horses) located at High Meadows Farm, Beach Pond Road, Wolfeboro, NH or Hundred Acre Farm, Route 109, Moultonborough, NH and the surrounding areas (with their associated areas and facilities each referred to, respectively, as the "Stables" and the "Farm"), I agree on behalf of myself, and my personal representatives, heirs, and next of kin as follows:

1. Assumption of Risk. I recognize that boarding, lessons, training sessions, and equestrian competitions ("Equestrian Activities") are a dangerous sport involving a high degree of risk, including injury, death, and the unavailability of emergency medical care. I assume such risk, and I understand that the behavior and temperament of horses is unpredictable and that there are inherent risks in Equestrian Activities that cannot be eliminated, including: 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; the unpredictability of an equine's reactions to such things as sounds, sudden movement, and familiar and unfamiliar objects, persons, or other animals; certain hazards related to the surface and subsurface of areas where Equestrian Activities occur; and the potential for those participating in Equestrian Activities to act in a 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 safely act within one's own ability.

I assume full responsibility for any activities in which I engage at the Stables or Farm. I ASSUME ALL RISKS ASSOCIATED WITH THE EQUESTRIAN ACTIVITIES. I EVEN ASSUMES RISKS THAT MAY ARISE FROM THE NEGLIGENCE of: Ballentine, the owners of the Farm and the Stables, any other persons or entities that own, lease, rent, or control the Farm and the Stables, or any of the horses or property on those Premises ("Releasees").

WARNING: UNDER NEW HAMPSHIRE LAW, AN EQUINE ACTIVITY SPONSOR, AN EQUINE PROFESSIONAL, OR ANY OTHER PERSON ENGAGED IN AN EQUINE ACTIVITY, WILL NOT BE LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. RSA 508:19.

2. Compliance with Rules. I agree to abide by all rules and regulations established by Ballentine and acknowledge that she has provided me with a copy of or posted such rules and regulations in a clearly visible and prominent location, and I have reviewed them prior to signing this Release.

3. Consent to Receive Medical Treatment. I consent to receive any and all medical treatment that may be deemed advisable by Ballentine, in her sole judgment, in the event of injury, illness or accident that I may suffer while participating in Equestrian Activities at the Farm or the Stables .

4. Release and Covenant Not to Sue and Indemnification. I release Releasees and I AGREE NOT TO SUE ANY RELEASEES for any loss, injury, or death to my person or property, in any way arising in connection with my participation in Equestrian Activities or my presence at the Stables or Farm; and I 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, A HORSE, ANY THIRD PARTY OR PARTIES, OR THE PROPERTY OF ME OR ANY OTHER PERSON, IN CONNECTION WITH MY PARTICIPATION IN EQUESTRIAN ACTIVITIES OR MY PRESENCE AT THE STABLES OR FARM FOR ANY OTHER PURPOSE, WHETHER OR NOT SUCH LOSS OR INJURY IS CAUSED BY THE NEGLIGENCE OF ANY RELEASEES.

5. Choice of Law; Jurisdiction and Venue. This Release shall be governed by New Hampshire law. I 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 Release shall be in state or federal court in the State of New Hampshire.

6. Modification of Waiver and Release of Liability. Any modification of this Release or additional obligation assumed by me or the Releasees will be binding only if in writing, signed by each party or his, her or its authorized representative.

7. Severability. The invalidity of any portion of this Release shall not be deemed to affect the validity of any other provision in this Release. In the event that any provision of this Release is held to be invalid, the remaining provisions will continue in full force and effect.

8. Costs and Attorneys' Fees. In the event that any costs are incurred to enforce any covenant contained in this Release, I agree to pay such costs, including reasonable attorneys' fees.

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9. I agree that "Ballentine" includes any and all of her employees, agents, and volunteers, any business entity that she has any ownership stake in or for which she serves as a director, officer, or manager, and any trust of which she is a trustee or beneficiary and her successions and assigns.

I have read this Spectator Waiver and Release, I fully understand its terms, understand that I may have given up substantial rights by signing it, and I sign it freely and voluntarily.

X _____
(Spectator's Signature)

Witness

(Spectator's Name - Please Print)

DATE: _____

SPECTATOR WAIVER AND RELEASE
--READ BEFORE SIGNING--
FOR PARTICIPANTS (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for the spectator identified below, do consent and agree to his/her release as provided above of all the Releasees, and each of them. For myself, my heirs, assigns, and next of kin, I AGREE to all the above provisions and AGREE to assume all obligations of this Release on my minor child's behalf. 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 observation, 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:

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

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

DATE: _____ Emergency Phone Number: _____

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