

Cheryl Kelley

Owner, Operator

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HAULING RELEASE AND WAIVER

WITNESS THIS AGREEMENT this _____ day of _____, 20___, by and between _____, hereinafter referred to as "Management," and _____, hereinafter referred to as "Owner."

Owner hereby authorizes Management to transport, haul, and/or trailer any horse(s) requested to horse shows, equestrian events, rodeos, sales, or other events upon request of Owner.

OWNER HEREBY RELEASES, WAIVES AND DISCHARGES MANAGEMENT, ITS REPRESENTATIVES, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY OR OBLIGATION FOR ANY AND ALL LOSS, DAMAGE, CLAIM OR LIABILITY WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE TRANSPORTATION OF SAID HORSE(S).

Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to 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 an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Warning

Under New Hampshire law, an equine professional, or any other person engaged in equine activity, shall not be liable for an injury or the death of a participant resulting from the inherent risks of equine activities pursuant to New Hampshire Revised Statutes § 508:19 (2001).

Owner specifically agrees that this Release and Waiver shall be construed as broadly and inclusively as permitted by the present laws of the State of New Hampshire, and that if any portion hereof shall be held invalid or unenforceable, it is specifically agreed that the remaining portions of this Agreement shall continue in full force and effect.

Owner further hereby releases and discharges the above-described entities and individuals, their heirs, successors, assigns, personal representatives or other representatives from and against any and all claims, demands, actions, or claims of any injury whatsoever, either in law or in equity arising out of or in any way pertaining to any injury or death which may result from any accident occurring while Management is transporting the horse(s) as above-described.

OWNER _____