

# DERRY TRAIL RIDERS

## Liability Release Form

PLEASE PRINT – Year: \_\_\_\_\_ Date: \_\_\_\_\_

Member (Print) Name: \_\_\_\_\_

Phone(s): \_\_\_\_\_ Emergency contact/ph#: \_\_\_\_\_

Email address: \_\_\_\_\_

### Warning:

Under New Hampshire law (N.H. R.S.A. Title LII Sect. 508:19), Massachusetts Gen. Laws (Part 1 Title XIX Chap. 128 Sect. 2D), Rhode Island Gen. Laws (§ 4-21-2), "an equine activity sponsor shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities..." Under Maine Law, "... an equine activity sponsor, an equine professional or any other person engaged in an equine activity is not liable for any property damage or damages arising from the personal injury or death of a participant or spectator resulting from the inherent risks of equine activities... (Title 7 Part 9 Ch. 743 §4103-A)

Every participant at a Derry Trail Riders event shall execute this agreement confirming that they acknowledge the above Laws, know the risks, and will abide by the rules. The participant shall further confirm by signing this agreement that every rider/driver/passenger is eligible as entered, and that the owner and their representatives are bound by the decision of the DTR Board on any questions arising under said rules, and agree to hold harmless DTR organizers, property owners, DTR officials, directors, and volunteers from any and all, claims, causes of action, damages, costs and legal fees arising from such decisions. Participant further agrees that if any injury, damage or loss occurs to myself, the horse(s) entered, or to any vehicle or other article or possession that I may send with such horse(s), that I will make no claims, either now or forever thereafter. I further agree to indemnify, forever, DTR, and any other property/landowners and any participants in the event against all claims, demands, suits, loss or damage to any property or person caused by myself, my horse(s), my attendants or my vehicle.

I understand that equine activities can involve being in remote areas for extended periods of time, far from communications, transportation, and medical facilities; and that these areas may have many natural hazards which ride management cannot anticipate, identify, modify, or eliminate; and that horses can be excitable, difficult to control, and unpredictable; and that accidents can happen to anyone at any time. I further acknowledge and agree that I, on my own behalf, and on behalf of my agents, invitees, heirs, and minors over whom I have legal/assigned guardianship responsibilities, am expressly assuming the risk of injury, damage and loss associated with the foregoing.

### MEMBER/PARTICIPANT

SIGN: \_\_\_\_\_ Date: \_\_\_\_\_

### PARENT/GUARDIAN (MUST complete this for the child)

NOTE - All minors ( younger than 18 years old) MUST wear a helmet. If member is a minor (younger than 18 years old), please fill out the following –

Childs Name: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Minor's Date of Birth: \_\_\_\_\_