

GENERAL RELEASE, WAIVER, AND HOLD HARMLESS AGREEMENT

This GENERAL RELEASE, WAIVER, AND HOLD HARMLESS AGREEMENT (the "Agreement") is made and entered as of _____, by and between Jodie O'Brien Fisher ("Fisher") and _____ (the "Participant") and, if Participant is a minor, Participant's parents and/or guardians, _____ (Collectively, Participant and Participant's parents and/or guardians are referred to as "Participant"). Fisher and her agents, affiliates, representatives, employees, heirs, executors, and administrators are referred to collectively as "Fisher."

Whereas, the Participant acknowledges the inherent risks involved in riding and working around horses and livestock, which include bodily injury from using, handling, riding, caring for, and/or being in close proximity to horses and livestock, among other risks, and further, that both Participant and horse and livestock can be injured in normal use or in competition and schooling.

INHERENT RISKS: Inherent risks of horse and livestock activities include, but shall not be limited to:

- a.) The propensity of a horse or livestock to behave in ways, i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm or death to person on or around them.
- b.) The unpredictability of a horse's or livestock's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals.
- c.) Certain hazards such as surface and sub-surface conditions.
- d.) Collisions with other horses or livestock or objects; and
- e.) 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 horse or livestock or not acting within such participant's ability.

Participant understands that these are just some of the risks and dangers that are inherent in equine and livestock activities and agrees to assume others that are not referenced above. Participant is not relying on Fisher to list all possible equine and livestock related risks in this Agreement, at present, or at any time in the future.

Participant acknowledges that Connecticut law provides that:

Each person engaged in recreational equestrian activities shall assume the risk and legal responsibility for any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by the negligence of the person providing the horse or horses to the individual engaged in recreational equestrian activities or the failure to guard or warn against a dangerous condition, use, structure or activity by the person providing the horse or horses or his agents or employees. Conn. Gen. Stat. § 52-557p

IN CONSIDERATION, therefore, for the privilege of engaging in horse or livestock activities the Participant does hereby agree to hold harmless and indemnify Fisher, and further release Fisher from any liability or responsibility for accident, damage, injury, or illness to Participant or any horse or livestock owned by or under the control of Participant or to any family member or spectator accompanying Participant while on the premises of Fisher; and that except in the event of gross and willful negligence, Participant shall bring no claims, demands, actions and causes of action, and/or litigation, against Fisher for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by Participant in relation to operations of Fisher, including while riding, handling, or otherwise being near horses or livestock owned by or in the care, custody and control of Fisher.

Participant agrees that this Agreement expressly releases Fisher from **ALL LIABILITY** to the maximum extent permitted by law, whether caused by the **NEGLIGENCE** of Fisher or otherwise, including **ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING DEATH.**

Participant agrees that this Agreement, which specifically waives and releases Fisher from certain types of liability related to horse and livestock activities, is to be interpreted to the maximum extent permitted by law and is intended by Participant and Fisher to extend liability limitations beyond those provided in Conn. Gen. Stat. § 52-557p and any other applicable statute.

Participant agrees to defend, indemnify, and hold harmless Fisher from and against all claims, demands, causes of action, including attorneys' fees and costs, directly or indirectly arising from or that are in any way related to this Agreement and/or Participant's use of facilities or presence on Fisher's property.

Participant agrees that this Agreement shall be construed as broadly and inclusively as permitted by the present laws of the State of Connecticut, 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 to the maximum extent permitted by law.

Participant agrees that this Agreement shall be binding on Participant's heirs, executors, administrators, assigns, and anyone who could claim an interest through Participant.

The Participant acknowledges the opportunity to read the entire agreement, consult with legal counsel, and to negotiate the terms of this Agreement. Participant further acknowledges their understanding that Participant is giving up certain legal rights, and that by signing below, agrees to be legally bound by the terms of the Agreement.

Executed this _____ day of _____ 20 .

Signature of Jodie O'Brien Fisher: _____

Signature of Participant: _____

Signature of Parent(s) or Legal Guardian(s) of Minor Participant:

_____ Relationship: _____

_____ Relationship: _____

Print Name of Participant: _____

Address of Participant: _____

000160.01 185 Litigation 15089555 vl