

Worcester County 4-H Center, Inc.

92 McCormick Road • Spencer, Massachusetts 01562

Telephone (508) 885-4891

Fax (508) 885-0119

HOLD HARMLESS RELEASE FORM

The undersigned assumes the unavoidable risks inherent in all equine and farm related activities, including, but not limited to, bodily injury, death and physical harm to participants. I agree to acknowledge the inherent risks associated with an equestrian facility and a farm facility environment.

The undersigned does hereby agree to hold harmless and indemnify **CAMP MARSHALL**, owners of **CAMP MARSHALL**, Board Members, Directors, Staff and Instructors and further release them from any liability or responsibility for accident, injury, death, or illness to the undersigned.

Massachusetts' Equine Statute Law:

“Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

Participant Name _____ Date _____

Signature below of Parent/Guardian (Under 18) OR Participant (If over 18)

_____ Date _____

Address _____

Telephone _____ Secondary Phone: _____

Signature of Worcester County 4-H Center _____

~ Camp Marshall Program Guidelines ~

In preparation for your visit to Camp Marshall Equestrian Center, we would like to cover some of our general program and safety rules. Please know these rules/guidelines are in place for the safety of our animals, our staff, our participants and your children. It is of the utmost importance these guidelines are followed for the entire duration of your program here.

1. All release forms in this packet must be filled out and submitted. All visitors/chaperone/parents etc. must fill out our general Hold Harmless.
2. Everyone must wear appropriate shoes. All scouts must wear a leather boot, covering the entire ankle, with a ½ to 1 inch heel. All visitors/spectators must wear closed toed/heeled shoes at all times. Sneakers are acceptable, flip flops, crocs and other open style shoes are not allowed.
3. Appropriate clothing. All scouts must wear long pants, no shorts, skirts, caprese etc. Jeans, leggings or sweatpants are good, no fleece or pj style pants. Please dress for the weather! Bing coats/hats/mittens/spare clothes etc. as needed. A large portion of all programs are held outdoors, regardless of weather.
4. Please bring a water bottle, you may carry it with you throughout our programming. Snacks are also welcome!
5. No running, yelling or screaming at any time unless permission is given from the Program Leader
6. No horseplay around the horses! Horses get frightened easily, it is important to remain calm at all times.
7. Do not touch ANY horses without permission from the Program Leader or staff member.
8. Do not feed any horses, whether private or Camp Marshall owned. Not all horses are ours, and some horses are on strict medical diets.
9. Some fences are electric, please stay back approx. 3 feet from all gates/fences until given permission by your Program Leader or another staff member.
10. Be sure to use your listening ears at all times, horses are large animals, and it is extremely important to follow directions for everyone's safety.
11. Please do not touch any supplies or equipment without permission.
12. Please stay together as a group at all times, do not leave the group without asking an adult
13. When riding, all participants must wear a C.M.E.C helmet, or may use your own if you have one, but it must pass the inspection of the Program Leader or another staff member. Bike and other sports helmets may not be used at any time.
14. Videos and photos are welcome at any time, please just ensure the flash feature is turned off.
15. If you have any questions about the program, equipment, the horses etc. at any time, please ask!

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PROTECTIVE EQUESTRIAN HEADGEAR AGREEMENT AND RELEASE
(TO BE COMPLETED WHEN RIDER WEARS HELMET OFFERED BY THIS STABLE)
PLEASE READ CAREFULLY BEFORE SIGNING

PRINT NAME OF RIDER: _____

ADDRESS OF RIDER: _____

Camp Marshall has offered and provided, at my request, an equestrian helmet that meets or exceeds SEI certification - ASTM F 1163 standards for use when riding or near horses.

I, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, release and discharge **Camp Marshall** and their respective officers, directors, employees, agents, representatives, insurers, assigns, and others acting on their behalf, of and from all claims, demands, or causes of action, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of bodily injury or property damage that may be sustained, or property damage which may occur, as a result of the use of the helmet provided.

I also understand that neither **Camp Marshall**, nor its employees can guarantee the suitability of any helmet provided.

SIGNATURE OF RIDER (All ages) DATE _____

SIGNATURE OF PARENT/GUARDIAN (if under 18 years of age) DATE _____

**Worcester County 4-H Center, Inc., Camp Marshall
92 McCormick Road * Spencer, MA 01562**

**HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTER SERVICES AGREEMENT, LIABILITY RELEASE, AND
ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

A. REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/or guide and outfitter services provided by CAMP MARSHALL.

PARTICIPANT NAME	AGE (if under 18)	WEIGHT Over 240?	HORSE RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. DOB _____	4. Yes _____ No _____	5. ___ Beginner (under 10 hours) Over 10 hours
6. Does the participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? YES NO (circle one)			
7. If you circled "YES", how can we help this participant with his/her special needs?			
8. <u>MEDICAL INSURANCE</u> I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance <u>shall pay</u> for <u>ALL</u> such incurred expenses > My medical insurance company is _____. My policy number is _____.			
<input type="checkbox"/> I do NOT carry medical insurance.			

**WRITE INITIALS BELOW AFTER
READING EACH SECTION.**

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This

agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or am near horses on or off of THIS STABLE'S property. Any disputes by the participant shall be litigated in, and the venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

C. INHERENT RISKS/ASSUMPTION OF RISKS I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter, and/or confrontation with another equine, animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground, it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts

which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

D. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS, AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES

I/WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I/WE ACKNOWLEDGE THAT The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and/or wild and/or rugged and/or uncultivated area or region, as of forest and/or hills and/or mountains and/or plains and/or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I/WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The participant and part or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage, and presence upon THOSE STABLE'S premises.

E. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING I/WE ACKNOWLEDGE THAT: When approaching, mounting, and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

F. SADDLE GIRTH LOOSENING WARNING I/WE ACKNOWLEDGE THAT: Saddle girth s (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

G. PROTECTIVE HEADGEAR/HELMET WARNING AND OFFERING: I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been warned and advised by THIS STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I/WE ACKNOWLEDGE THAT: THIS STABLE has offered me, and my child and/or legal ward if applicable, protective headgear/helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I/WE ACKNOWLEDGE THAT: Protective headgear/helmet provided by THIS STABLE may not be of perfect fit for the participant's head, and that once provided I/WE will be responsible for securing the headgear/helmet on the participant's head at all times. I am not relying on THIS STABLE and/or its associates to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

H. PROTECTIVE HEADGEAR/HELMET POLICY THIS STABLE'S PROTECTIVE HEADGEAR/HELMET POLICY:

I understand and agree that THIS STABLE requires that all riders must wear ASTM Standard F 1163 Protective Headgear/Helmets.

