VHC Liability Release and Acknowledgement of Risk for Riders (Participants) at the VHC Equine Activities – PLEASE READ CAREFULLY-

I, _____(Participant) and _____(Custodial Parent, if Participant is minor), understand and accept the risks and rules below:

Risks: I understand that the handling, use and riding of a horse involves the risk of injury or death, despite all safety precautions. No horse is a completely safe horse. If a horse is frightened or provoked or even without any such reason it may divert from its training and act according to its natural instincts which may include, but are not limited to actions such as: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger. These risks exist for any person around a horse, whether mounted or on the ground.

Acknowledgement of Risks: I acknowledge the above risks and I voluntarily engage myself (or my minor child) in riding activities organized or sponsored by VHC. I understand that I (or my minor child) should not participate in any equine activity unless I am confident that I (or my minor child) can do so safely. Participation in equine activities at VHC constitutes a knowing and voluntary assumption of all risks associated with equine activities, which is a defense under Vermont Law to any claim for injury or damage and a bar to recovery.

Safety and Helmet Rules: I understand that I must follow the safety rules of VHC when participating in an equine activity organized by VHC and that I should wear an approved riding helmet and proper shoe work. I acknowledge that wearing a properly fitted and secured riding helmet while riding, mounting, dismounting and being near horses may reduce the severity of head injuries or prevent death occurring as the result of a fall or other occurrence. I assume all helmet related risks, including but not limited to the risk of injury if I don't wear such helmet.

Release: I agree to fully and forever release and hold harmless VHC, its members, officers, directors, committees (such as NEKET), and agents acting on behalf of or for VHC from any and all liabilities due to injuries, claims, damages, actions or losses, which may arise out of my, my minor child's, or my guest's presence at the equine activity sponsored by VHC. Except in the event of VHC's gross negligence or willful misconduct, I shall bring no claims, demands, actions or litigation against VHC, its members, officers, directors, committees (such as NEKET), and agents acting on behalf of or for VHC for any economic losses and non-economic losses due to bodily injury, death or property damage, sustained by me (or my minor child) in relation to the premises and operations of this stable. On behalf of myself and my minor children, I hereby also release and forever discharge Vermont Electric Power Company, Inc. (VELCO) and its owners, officers, agents and employees (the Releasees) from and against any and all claims, suits and damages that I/they have ~~/~~or may in the future have, whether known or unknown, resulting from any action, inaction, representation, failure to warn or any other conduct whatsoever by the Releasees or any of them (except for conduct or inaction actually intended to cause harm) arising from or in connection with the use of the VELCO right–of-way pursuant to a certain license agreement between VELCO and the Vermont Horse Council.

Misc.: I agree that this release shall be subject to the laws of the State of Vermont and any dispute relating to this release shall be decided by the courts of the State of Vermont. I agree and hereby waive, to the extent not prohibited by applicable law, the right to a trial by jury and hereby agree, instead to a court trial. In the event any provision of this release shall be deemed invalid or unenforceable by any court, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties.

WARNING: Under Vermont Law, an equine activity sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A § 1039.

I HAVE READ AND UNDERSTAND THIS ENTIRE LIABILITY RELEASE

Signature of Participant, Date _____

_____

Signature of Participant, Date Signature of custodial parents (mandatory, if Participant is minor)