# Stephie Baer Spring XC Clinic

Sunday, May 30, 2022

Opens: Apr 9th	Closes: May 27th

Clinic Fee: \$115 CBF Boarder \$125 Ship-In

Proceeds of this clinic will be donated to CBF to help maintain our beautiful XC course. Thank You!

Make checks payable to: Course Brook Farm

Mail to: Stephie Baer | 26 Spruce Hill Rd. | Weston, MA 02493

Email: slbeventing@gmail.com

Email:				
Emergency Contact/l	Phone:			
Horse's Name:		Bro	eed:	
Color:	Sex: M / G / S	Age:	Height:	
Rider/Horse Level &	Experience:			

# Please include current negative coggins, release form, and full payment with entry.

I, the undersigned, agree to hold harmless all property owners, Course Brook Farm, officials and/or volunteers, and any and all employees of Course Brook Farm, and the Town of Sherborn, free from any claim of whatever nature that may be occasioned by me or any and all horses exhibited or controlled by me, and to repay the property owners on demand for any and all damages they may sustain by reason of any claim or demand occasioned as aforesaid. I further agree to wear appropriate protective headgear with chinstrap properly attached at any time while mounted on a horse on the show property. Warning: Under Massachusetts' law, an equine professional is not liable for any injuries to, or death of, a participant in equine activities, pursuant to chapter 128, section 2D of the general laws.

Rider Signature

Signature of Parent or Guardian of any rider under 18 years of age

#### **Please Note:**

- Limited stabling is available, please inquire before sending your entry.
- Entry without payment will be wait-listed.
- Post entries accepted if clinic not full.

- Water available on premise
- Clinic to take place rain or shine
- No refunds after closing unless spot can be filled from wait list.



# RELEASE AND WAIVER OF LIABILITY

#### TO BE COMPLETED BY OR FOR EACH RIDER. PLEASE READ CAREFULLY BEFORE SIGNING.

•	Rider Information:
	Name (Print):
	Address (Street/City/State/Zip):
	Date of Birth/
	Phone Number:
	Does Rider have physical and/or mental health conditions, problems or disabilities which may affect his or
	her safety or ability to ride a horse? (circle) No / Yes If yes, describe:

#### **B. Activity Risk Classification:**

RIDER UNDERSTANDS THAT: Horseback riding is a hazardous activity containing numerous inherent, obvious and non-obvious risks that always present themselves in such activity, despite all safety precautions. Related injuries can be severe, resulting in more lasting residual effects than injuries from other activities. Horses are unpredictable and participation in activities in the presence of horses always involves an element of risk. 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 risk of equine activities, pursuant to section 2D of the chapter 128 of the General Laws.

#### C. Nature of Riding Horses:

RIDER UNDERSTANDS THAT: No horse is a completely safe horse. Regardless of a horse's training or past experience, a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, stop short, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break, all of which may cause Rider to fall or be jolted, resulting in property damage, personal injury or death. Course Brook Farm is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse or cause it to fall or react in any unsafe way.

### D. Rider Responsibility:

RIDER UNDERSTANDS THAT: Upon mounting a horse and taking up the reins, Rider is in primary control of the horse, and Course Brook Farm is not responsible for Rider's actions or inactions. Rider's safety depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the horse. Rider is responsible for his or her own safety and that of an unborn child if Rider is pregnant. Pregnant women should ride horses only under the advice of their physician. Course Brook Farm advises pregnant women not to ride horses.

#### E. Protective Equipment/Headgear Requirement:

RIDER UNDERSTANDS THAT: As a condition to riding any horse, Rider is required by Course Brook Farm to wear and utilize all protective clothing and equipment, including protective headgear and proper riding shoes with heels, at all times while mounting, riding and dismounting horses. Rider's protective headgear must meet or exceed ASTM (American Society for Testing and Materials)/SEI (Safety Equipment Institute) standards for equestrian use and carry the SEI tag. The headgear and harness must be secured, properly fitted and fastened at all times while mounting, riding and dismounting horses. If Rider is in violation of

this requirement at any time, Rider must immediately discontinue riding until such headgear is properly in place.

#### F. Indemnification and Liability Release:

RIDER AGREES THAT: In consideration of Course Brook Farm allowing Rider's participation in this activity on its premises, I, Rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, shall forever save, hold harmless, defend, and indemnify Course Brook Farm (doing business under its own name or any other name), its affiliates, and its respective owners, officers, directors, employees, representatives, agents, shareholders, members, insurers, assigns and others acting on its behalf (each, a "Released Party"), from any and all claims, liabilities, demands, suits, damages, costs, expenses and causes of action (each, a "Claim"), including the negligence of a Released Party, whether the same be known or unknown, anticipated or unanticipated, economic or non-economic, arising out of Rider's or Rider's child's use of, or presence upon, Course Brook Farm's property, facilities or horses. Rider shall bring no Claims against any Released Party resulting from or arising out of any loss, damage, injury, loss of life or property damage, sustained by Rider or Rider's minor child arising out of the use of, or presence upon, Course Brook Farm's property, facilities or horses.

## G. Governing Law:

RIDER AGREES THAT: This Release and Waiver of Liability is non-assignable and non-transferable, and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles.

#### **RIDER STATEMENT OF AWARENESS**

I, the undersigned Rider, being of sound mind and not under the influence of alcohol, drugs or other intoxicants, have read and understand the foregoing Release and Waiver of Liability. I/we further attest that all stated facts concerning Rider are true and accurate.

Signature of Rider:	Date:		
Signature of Parent / Guardian			
(If Rider is a Minor):	Date:		