

*Mount Holyoke College Equestrian Center
50 College Street, South Hadley, MA 01075-1430
Telephone 413 / 538-2272*

Event: Cathy Drumm & Heidi Potter Clinic

Sponsor Mount Holyoke College

Date(s): August 10-12, 2018

Participant Name: _____

Address: _____

Emergency Phone/Contact Information: _____

Voluntary Assumption of Risk, Release, Indemnification of All Claims and Covenant Not to Sue
NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy from Mount Holyoke College for any injury to yourself or your property or for your/your child's death however caused arising out of your participation in the Event listed above or for use of Mount Holyoke College facilities, now or at any future time.

The Trustees of Mount Holyoke College is a non-profit educational institution. All references to Mount Holyoke College include Mount Holyoke College, its trustees, employees, volunteers, Event sponsors, students, Event participants, agents and assigns.

I, Participant, freely choose to participate in the Event described above and to use the Facilities of Mount Holyoke College in their present condition, or their condition at the time of use for the Event specified above.

Acknowledgment of Risk

I, Participant, understand and agree that horseback riding is an inherently dangerous activity, which may result in injury. I understand and agree that any horse may react in an unforeseen manner at any time and that no one can predict or prevent such unforeseen actions. I understand that an injury, or accident, including serious or life-threatening injury or accident, could occur at any time, regardless of what activity the horse and rider are engaged in. I understand and agree that injury may occur while standing near or beside or leading a horse. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what I will need for the Event and to provide what I will need. I agree make sure that I know how to safely participate in any activities, and I agree to observe any rules and practices which may be employed to minimize the risk of injury. I agree to stop and seek assistance if I do not believe I can safely continue in any activity. I agree to limit my participation to reflect my personal fitness level. I agree to wear or use proper protection or gear as dictated by the activity. I will not wear or use or do any thing that would pose a hazard to myself or others, including using or ingesting any substance which could pose a hazard to myself or others. I agree that if I do not act in accordance with this agreement I may be dismissed from the Event. Under Massachusetts Law, an equine professional is not liable for any injury to, or 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.

Despite precautions, accidents and injuries can occur. I understand that participation in the Event is potentially dangerous and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of my participation in the Academy. Therefore, **I ASSUME ALL RISKS RELATED TO THE PARTICIPATION IN THE EVENT AND USE OF ANY AND ALL MOUNT HOLYOKE COLLEGE FACILITIES**, including but not limited to: Personal injury of any nature including but not limited to head trauma, joint trauma, nerve trauma, broken bones, oral, dental, eye or other facial injury whether severe or not, and whether temporary or permanent, including death; mental injury whether temporary or permanent all which may occur as a result of participating in the Event, contact with equipment, physical surroundings or other participants or their horses; property loss or damage, including loss of or damage to eyeglasses, protheses and personal equipment or property of any nature whether in the course of the Event, use or if left attended or unattended or anywhere at Mount Holyoke College.

Read and Sign the Reverse Side of This Agreement

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of my the use of the facilities at Mount Holyoke College, I the undersigned Participant agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, **HEREBY DO RELEASE** Mount Holyoke College from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my heirs, representatives, executors, administrators and assigns may now have, or have in the future against Mount Holyoke College on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the Event and/or the use of any Mount Holyoke College facilities, howsoever the injury is caused, or whether by the negligence of Mount Holyoke College.

In consideration of my use of the facilities at Mount Holyoke College I, the undersigned Participant, **COVENANT NOT TO SUE** and agree to **INDEMNIFY AND HOLD HARMLESS** Mount Holyoke College from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation in the Event and the use of Mount Holyoke College facilities.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Event and the use of Mount Holyoke College facilities, and that I am voluntarily assuming all risks, whether known or unknown.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Event and the use of Mount Holyoke College facilities, and that by this agreement I am relieving Mount Holyoke College of any and all liability for such loss, damage or death.

My signature below indicates that I, Participant, have read, understood, and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am at least eighteen years of age and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of my participation in the Event and my use of facilities, equipment, or services associated with the Event.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at _____, _____ this day of _____, _____.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Participant Signature: _____

Name Printed: _____

Witness Signature: _____

Name Printed: _____

All Forms Must be Witnessed