

**PROPERTY USE**  
**RELEASE AND INDEMNIFICATION (ADULTS)**

This release and indemnification is made by and between the undersigned individual (the "Participant") and Pond View Farm, Osprey Farm Realty Trust, Sarah Doyle, Tracey Amaral, Alison Rich, any and all persons and parties now or hereafter having any interest in the land located at West Tisbury Lot #11, or which any of the foregoing has the right to utilize from time to time (collectively, the "Property"); and any other individual or entity having any connection with or relation to any of the foregoing (collectively "Pond View Farm"). Pond View Farm permits individuals to ride on and about the property and owns certain horses (the "Horses") which may be on the property from time to time. As used herein, the word "horse" shall include horses and ponies of every kind. The Participant wishes to utilize the Property for the purpose of horseback riding. **Pond View Farm will not permit the Participant to utilize the Property without the execution of this release and indemnification which is of material significance to Pond View Farm.** The Participant hereby acknowledges and agrees that the activities contemplated hereby are "equine activities," that Pond View Farm is an "equine professional" and/or and "equine activity sponsor," and the Participant is a "Participant" all as defined by Massachusetts General Laws Chapter 128, Section 2D.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant agrees as follows.

1. **Inherent Risks.** The Participant acknowledges and understands that horses and activities related to horses are inherently dangerous and that there are dangers and risks which are an integral part of equine activities, including but not limited to the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface conditions and subsurface conditions; collisions with other horses and objects: and, the potential of the Participant to act in a negligent manner that may contribute to injury to himself or herself or others, such as failing to maintain control over the animal or not acting within his or her ability. Despite these inherent risks, that Participant has chosen to utilize the Property for the purpose of horseback riding (the "Activities").
2. **Participant's Representations.** The Participant hereby warrants and represents that: (a) the Participant is familiar with the horse with which he or she is working and riding; (b) the Participant is aware of the characteristics of the particular horse and has determined that such horse is suitable for trail riding and any other type of riding in which the Participant may engage while on the Property; and (c) the Participant is a competent rider, able to manage such horse at a walk, trot, and canter and when the horse is spooked or otherwise misbehaving, whether in a riding ring, on roads, or on trails. The Participant represents, warrants, covenants and agrees that he or she will not: (i) ride or otherwise use any horse, whether owned by the Participant or another, in any activity or for any purpose if the Participant is unable to safely manage, control and ride such horse; (ii) allow any person to ride or work with or around any horse owned, leased or under the care, custody or control of the Participant without first determining such person's competency to ride and/or work with and around such horse; (iii) allow any person to use any horse owned, leased or under the care, custody or control of the Participant in any activity or for any purpose if such person is unable safely to ride or manage such horse. The Participant acknowledges that Pond View Farm has and may rely on such representations.
3. **Authorization and Instructions.** The Participant may utilize the Property, subject to courteous behavior and only as follows:  
 The Participant may use the riding ring located on the Property, only when accompanied by another rider or during a lesson with a riding instructor licensed by The Commonwealth of Massachusetts. No jumping shall ever be permitted without the presence of a riding instructor licensed by The State of Massachusetts.  
The Participant agrees to follow any instructions given by Pond View Farm, whether orally, in writing, or by \_\_\_\_\_ sign upon the Property, at all times and not to use the Property in any way which is not specifically authorized above. In no event shall Pond View Farm be held liable for any injury to or death of the Participant due to the Participant's non-compliance with the instructions of Pond View Farm.
4. **Equipment.** The Participant represents, warrants, covenants and agrees that; (i) he or she will use his or her own tack and equipment in connection with riding, caring for and working around any horse, whether such horse is owned by the Participant or another, (ii) in any and all events, the Participant will carefully examine all tack and equipment before using it; and (iii) he or she will not use any tack or equipment that upon examination is found to be faulty or in need of repair. In no event shall Pond View Farm be held liable for any injury to or death of the Participant caused by any effect in any tack or equipment, whether or not such equipment is owned, utilized and/or provided by Pond View Farm.
5. **Helmets.** The Participant hereby acknowledges that he or she has been warned of the dangers involved in failing to wear protective headgear and that Pond View Farm **REQUIRES** all individuals to wear ASTM-SEI approved protective headgear at all times while riding any horse on the Property. **IF THE PARTICIPANT IS FOUND RIDING ANY HORSE ON THE PROPERTY**

**WITHOUT A HELMET, THE PARTICIPANT WILL BE REQUIRED TO IMMEDIATELY DISMOUNT AND LEAVE THE PROPERTY.** The Participant hereby specifically remises, releases and forever discharges and by this Agreement does for him or herself and his or her heirs, executors and administrators, remise, release and forever discharge Pond View Farm of an from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason or any injury to or death of the Participant resulting from, or aggravated by, the failure of the Participant to wear protective headgear.

6. **Condition of the Land.** The Participant hereby represents and states that he or she has had the opportunity to walk around and inspect the Property and that he or she is familiar with the boundaries of the Property and the location and condition of the riding areas and trails. The Participant understands and acknowledges that the Participant may be riding and/or working in fields, pastures, trails and other land owned by Pond View Farm or which Pond View Farm has permission to use (collectively, the "Land") and that the Land presents certain hazards of which Pond View Farm may be or should be aware. Pond View Farm has not undertaken to inspect the Land for hazards which may exist on the Land and has not undertaken to warn the Participant of any hazards prior to undertaking any activity. The Participant specifically agrees to hold Pond View Farm harmless from any injury or death arising from the conditions of the Land and/or the Property.
7. **Guests.** If the Participant has any guests or friends who wish to use the Property at any time, such persons shall be permitted to utilize the Property only on the following conditions; (i) prior to using the Property in any manner, such person shall execute a Release and Indemnification Agreement provided by Pond View Farm; (ii) such person shall be a competent rider capable of safely managing the horse he or she will be riding and/or working with on the Property; (iii) such person shall wear ASTM-SEI approved protective headgear at all times while on the Property; and (iv) the Participant shall indemnify, agree to defend with counsel acceptable to Pond View Farm and hold Pond View Farm harmless for any injury or damage caused to or by such person.
8. **Release.** The Participant agrees that he or she shall not hold Pond View Farm liable for any injury to or death of the Participant resulting from or related to his or her involvement in equine activities, his or her use of the Property and/or the Activities. The Participant hereby remises, releases and forever discharges Pond View Farm for him or herself and his or her heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant caused by or in any manner related to equine activities, the Participant's use of the Property, and/or the Activities.
9. **Indemnification.** The Participant further indemnifies, agrees to defend with counsel acceptable to Pond View Farm and holds Pond View Farm harmless for any injury or damage caused, directly or indirectly, by the Participant or any horse owned, leased or under the care, custody or control of the Participant, to any person or the property of any person (including, without limitation, damage to Pond View Farm, Pond View Property, the Property, the Land and the Horses), which injury or damage is caused, directly or indirectly, in whole or in part, by the Participant or the horse ridden by or otherwise under the care, custody or control of the Participant.
10. **Acknowledgement of Warnings.** The Participant hereby acknowledges that he or she has been warned about the risks related to equine activities and the Activities. The Participant is satisfied that he or she understands the risks involved in equine activities and the Activities. By his or her execution of this Release and Indemnification, the Participant agrees to be bound by and comply with the terms hereof and acknowledges that he or she wishes to engage in equine activities and the Activities despite the risks and the potential dangers involved. The Participant has not relied, and will not in the future rely, on any representations, statements or warranties of Pond View Farm which are not specifically set forth herein.
11. **Consent to Emergency Medical Care.** In the case of any injury or apparent injury to the Participant while on the Property, the Participant hereby authorizes Pond View Farm and any agent or employee of Pond View Farm, to seek medical care and attention for him or her, including but not limited to arranging for an ambulance to take the Participant to any medical care facility, transporting the Participant to any medical care facility and consenting to treatment, medication and/or surgery for the Participant. The Participant acknowledges that he or she shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnifies and agrees to hold harmless Pond View Farm for any costs incurred by Pond View Farm on behalf of or for the benefit of the Participant.
12. **Emergency Veterinary Care.** In the event of any injury to or illness of the horse owned or ridden by the Participant at any time while at the Property, the Participant hereby authorizes Pond View Farm to undertake any veterinary care it may deem necessary or advisable under the circumstances, including but not limited to: providing emergency first aid and care to the Participant's horse, contacting a veterinarian, transporting the Participant's horse to any veterinary hospital or clinic, consenting to surgery, medication or

any other procedure deemed necessary or advisable by Pond View Farm under the circumstances. The Participant hereby acknowledges that he or she shall be solely responsible for the costs of any such care, medication, services, advice and the like related to veterinary care for the Participant's horse and agree to indemnify and hold Pond View Farm harmless from and against any costs or expenses incurred by it for the benefit of the Participant's horse. In addition, the Participant hereby releases Pond View Farm from and against any and all liability for any injury or damage to the Participant's horse caused by Pond View Farm's failure to take any action or election to pursue any course of action which Pond View Farm deemed reasonable under the circumstances given the facts known to Pond View Farm at the time such decision was made.

13. **Waiver of Loss of Consortium Claims.** If the Participant is a married person, the undersigned spouse by the execution hereof, remises, releases and forever discharges for him or herself and his or her heirs, executors and administrators, Pond View Farm of an from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims, and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant, including but not limited to actions for loss of consortium.

14. **Massachusetts Contract.** This Agreement is a Massachusetts contract and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts, without regard to conflicts of laws principles.

The Participant and the Participant's Parents hereby state under the pains and penalties of perjury that they have read this Release and Indemnification in complete detail. That they understand the consequences of executing this Release and Indemnification and that they execute this Release and Indemnification as an instrument under seal, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. This Release and Indemnification shall be binding upon the Participant (and his or her spouse, if applicable) each and every time the Participant rides or works with the Horses, without the need for re-execution.

Participant: \_\_\_\_\_  
Print Name

Participant's Parents: \_\_\_\_\_  
Print Name

Participant's Parents: \_\_\_\_\_  
Print Name

**WARNING**

**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, PERSUANT TO SECTION 2D OF CHAPTER 128 OF THE GENERAL LAWS.**