

ACKNOWLEDGMENT & ACCEPTANCE OF RISKS AND LIABILITY RELEASE PLEASE READ CAREFULLY!

WARNING: Be aware horses and horseback riding are dangerous at ALL times and under ALL circumstances. Horseback riding involves certain risks that can and often do result in severe and permanent injury. These risks and dangers are an inherent risk of the sport. It is not possible to predict in every situation how horses will act or react to their surroundings. Included among the principal sources of injuries are falls with resulting head concussions, back injuries, and other trauma, broken bones, eye injuries from tree branches. Safety is directly affected by the rider's judgment in judging his or her ability or a parent in judging his or her child's ability to ride. To avoid severe falls and injury, the rider should ride only within his or her ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: existing and changing surface or subsurface ground conditions; trees, limbs, stumps, roots, fences, bridges, mud, ice, snow; miscellaneous objects which may frighten or spook the horse; other man-made structures or objects and their components; collisions with, or slips, trips and falls resulting from man-made or natural terrain modifications and features; the presence of and collisions with other riders; and failure of others to ride safely.

1. I have read and I understand the Warning above. I understand and acknowledge the risks of injury and death that are a part of all equitation activities including horseback riding. I am aware all forms of such activities are hazardous, filled with high risks and that falls, collisions and injuries are common occurrences resulting from the sport.
2. **As a condition of using their facilities including trails, jumps, stables, fields, and/or their horses and equitation equipment (saddles, etc.), I hereby Release and Promise I Will Hold Harmless and Indemnify Ernest & Gwendolyn Hilton, Hyl-Tun Farm, their affiliates, employees and agents (the Releasees) from any and all liability for personal injury, including death, and any and all property damage including damage to my horse and equipment, in any way arising from the use of their facilities, horses and/or equipment, including but not limited to any alleged NEGLIGENCE on the part of the Releasees in the construction or maintenance of the facilities and the selection, installation, maintenance or adjustment of the equipment and its use, and whether or not the injury arose due to defects or conditions that were known, knowable, or latent. For myself, my heirs and assigns I accept these risks and promise not to sue the Releasees for any loss or injury to person or property that may result from my participation in any equitation activities at the Hilton's premises and from the inherent risks such as (but not limited to) those listed in the WARNING above.**

This Release is intended to comply with the laws of the State of Maine and to be used to the full extent allowed by the law. If any part of this Release is determined to be unenforceable, all other parts shall be given full force and effect.

3. I accept for use, as is, any equipment provided and accept full responsibility for its care while in my possession. I also release the Hiltons from any liability for the use of their helmets or other equipment.
4. There has been no misrepresentation in regard to my height, weight, age or ability.
5. This Release shall extend to owners of adjoining property which may be used or traversed, including but not limited to: Central Maine Power Co., Earle and Arlene Gray, Jamie and Karen Doiron, and David and Catherine Thornton, their heirs, successors and assigns.
6. I agree all disputes arising under this Release shall be litigated in the State of Maine, governed by the laws of the State of Maine, and in no other jurisdiction.
7. This Release shall remain in full force for an indefinite term until specifically revoked in writing. I understand this entire Agreement shall be binding upon my heirs and assigns and shall be equally applicable to any equitation activities undertaken by my child or children at the Hilton's premises.

I, the undersigned have read and understand this Acknowledgment & Acceptance of Risk and Liability Release and, in complete acceptance of the above terms, hereby agree to release and indemnify the Releasees from any and all injuries and damages arising from my use of the facilities and equipment, and from participation in equitation activities.

Adult Rider's Signature (or print name of minor)

Date

I, the undersigned, have authority to sign this Acknowledgement and Release for the minor child named above and, in complete acceptance of the above terms, hereby agree to release and indemnify the Releasees from any and all injuries and damages arising from the minor's use of the facilities and equipment, and from participation in equitation activities.

Parent/Guardian - Signature

Date