

# **Breakaway Farm Enterprises LLC**

16 US Route 2  
Grand Isle, VT, 05458  
802 372 8491

## **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 will be using the following services from Breakaway Farm Enterprises LLC / Green Mountain Mules:

Trail ride \_\_\_\_\_ Pony Ride \_\_\_\_\_ Private Lesson \_\_\_\_\_ Group Lesson \_\_\_\_\_ Other \_\_\_\_\_

In consideration of being allowed to rent a horse or other equine from Breakaway Farm Enterprises LLC / Green Mountain Mules for the purpose of recreational activities, I \_\_\_\_\_, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from horseback riding is significant, including the potential for permanent paralysis and death, and while particular skills, equipment and personal discipline may reduce this risk of serious injury, the risk does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE or others, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions while participating in this activity. If, however, I observe any unusual significant hazard during my presence or participation, I will bring such to the attention of the Breakaway Farm Enterprises LLC adult personnel or associates immediately; and,
4. I acknowledge that I have been strongly urged to wear an approved helmet and riding boots while utilizing the facilities or trails and that if I refuse to wear them I am making a conscious decision to risk serious injury or even death. I further understand that, if I am a minor, I will not be allowed to use the facilities without wearing all of the approved safety items; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY and HOLD HARMLESS BREAKAWAY FARM ENTERPRISES LLC/ GREEN MOUNTAIN MULES, its owners, officers, officials, agents and or employees and if applicable owners or lessors of the premises used for this activity. WITH RESPECT TO ANY OR ALL INJURY, DISABILITY, DEATH, or loss or damage to person and property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE, to fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT

**Participant's signature:**

**Date**

**Email:**

**Phone number(s):**

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE( UNDER 18 YEARS AT THE TIME OF REGISTRATION)**

This is to certify, that I, as parent/guardian with legal responsibility for this participant do consent and agree to his /her release as provided above for all the releases, and, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, agree to RELEASE, INDEMNIFY and HOLD HARMLESS BREAKAWAY FARM ENTERPRISES LLC / GREEN MOUNTAIN MULES, its owners, officers, officials, agents and or employees and if applicable owners or lessors of the premises used for this activity. WITH RESPECT TO ALL liabilities incident to the minor child's involvement or participation in any or all activities as provided above, EVEN IF ARISING OUT OF THE NEGLIGENCE OF THE RELEASEE, to the fullest extent of the law.

**Parent or Legal Guardian's signature if minor:**

**PRINT NAME:**

**Date**