

LORD CREEK FARM, LYME TRAIL ASSOCIATION & TRAILS EDGE FARM
ASSUMPTION OF RISK, RELEASE FROM LIABILITY & INDEMNIFICATION

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

This Recreational Horseback Riding ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND INDEMNIFICATION (“Release”) is made by the undersigned person (the “Rider”) in favor of Jane I. Davison, Sairon, LP, CDM Realty, LLC, Gregory P. Norman and Christine Roosevelt, Suzette V. S. Hearn and Thomas P. Spellane, Trustees of the S. SPENCER SCOTT MARITAL TRUST B, the Lyme Trail Association, Trails Edge Farm/Off Road Enterprises, LLC (collectively with their heirs, successors and assigns, the “Owners”), for the purpose of allowing the Rider to ride or otherwise use for recreational purposes any or all of the Owners’ Property west of Route 156 and south of Ely Ferry in Lyme, Connecticut (collectively the “Property” or the “Trails”). The undersigned Rider, being at least 18 years old, has read and fully understands this Release and has signed it of their own free will. If the Rider is younger than 18 years of age or is a Protected Person, the undersigned parent or guardian has read and fully understands this release and signed it on behalf of the minor or Protected Person. The Rider, parent or guardian is referred to collectively as “I” or “me”.

ASSUMPTION OF RISK

I UNDERSTAND THAT HORSEBACK RIDING IS AN ACTIVITY THAT INVOLVES CERTAIN INHERENT RISKS THAT CAN LEAD TO SERIOUS INJURY AND DEATH. THOSE RISKS INCLUDE, BUT ARE NOT LIMITED TO, UNEVEN AND/OR SLIPPERY TRAIL CONDITIONS, JUMPS, VARYING SLOPES AND TERRAIN, BUMPS, LOOSE GRAVEL AND DIRT, ROCKS OF VARIOUS SIZES, FOREST GROWTH, DOWNED TIMBER, WET SURFACES, HOLES AND SNAGS, DEBRIS, OTHER HORSEBACK RIDERS, ANIMALS, HUMANS AND VEHICLES. I further agree that as a condition of using the trails, I: (1) Assume any and all risks of injury or death to the Rider while, or as a result of, riding a horse or otherwise using the Trails; (2) Acknowledge that, pursuant to the Connecticut General Statutes § 52-557p, as a person engaged in recreational equestrian activities, I assume, with certain exceptions, the risk and legal responsibility for any injury caused by my participation. See reverse for relevant text of § 52-557p; (3) Acknowledge that, pursuant to Connecticut General Statutes § 52-557g, an owner of land who makes his or her land available to the public for recreational purposes without charge owes no duty of care to keep the land safe for the public or to give any warning of a dangerous condition. See reverse for relevant text of § 52-557g; (4) I will follow carefully all rules of safe and proper riding practices; (5) Agree to use the Trails in “as is” condition. The Owners make no warranty about the safety or condition of the Trails; (6) I understand that the Owners do not routinely patrol the Trails to discover or repair hazards found there or to scout for fallen Riders. I accept responsibility to perform my own inspections and will not ride alone.

RELEASE FROM LIABILITY

I further agree that as a condition of using the Trails, I RELEASE AND HOLD HARMLESS and will not make any claims nor file any actions against the Owners of said Trails, their insurance carriers, subsidiaries, affiliates, officers, directors, representatives, assignees, employees, or agents that are based on or that result from, in whole or in part, such risks or the conditions described in the preceding paragraphs; and I agree to release the Owners from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, to person or property, that may be sustained by Rider or caused to others or their property by Rider while using the Trails, including, but not limited to, those injuries and damages caused by negligence (to the extent applicable by law and public policy), on part of the Owners.

INDEMNIFICATION

I agree to INDEMNIFY AND DEFEND the Owners from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, to person or property, that may be sustained by Rider or caused to others or their property by Rider while using the Trails, including, but not limited to, those injuries and damages caused by the negligence (to the extent applicable by law and public policy), on the part of the Owners.

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MISCELLANEOUS

I understand that this Release shall be binding upon me, the undersigned, my assignees, subrogates, distributes, heirs, next-of-kin, executors, personal representatives, and administrators. The Release may be pled by the Owners as a complete bar and defense against any claim by or on behalf of the Rider resulting from the use of the Trails. By placing my signature at the bottom of this Release I acknowledge the general risks and the specific risks associated with horseback riding as a condition to me receiving permission to use the Trails for the above mentioned purposes. I confirm that I have not paid any charge or fee for use of the Owners' Property and I acknowledge that the privilege of using the Trails is full, fair and sufficient consideration for the signing of this Release. If any provision of this Release shall be found to be illegal, void or unenforceable, such provision, to the extent so found, shall be of no force and effect, and this Release shall be liberally construed to give its remaining provisions full force and effect. In the event that any of the restrictions and limitations of this Release shall be deemed to exceed the time or activity limitations permitted by applicable law, then such provisions shall be reformed to the maximum extent permitted by applicable law.

I have carefully read the foregoing Release, understood its contents and sign it with full knowledge of its significance.

_____/_____/_____
Signature of Rider or Parent or Guardian Date Print Rider Name if Different

Name of Rider (please print) Witness

Address of Rider

Email address (please print) Cell Phone Number

Sec. 52-557p. Assumption of risk by person engaged in recreational equestrian activities, when.
Each person engaged in recreational equestrian activities shall assume the risk and legal responsibility for any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by the negligence of the person providing the horse or horses to the individual engaged in recreational equestrian activities or the failure to guard or warn against a dangerous condition, use, structure or activity by the person providing the horse or horses or his agents or employees.

Sec. 52-557g. Liability or owner of land available to public for recreation; exceptions. (a) *Except as provided in section 52-557h, an owner of land who makes all or any part of the land available to the public without charge, rent, fee or other commercial service for recreational purposes owes no duty of care to keep the land, or the part thereof so made available, safe for entry or use by others for recreational purposes, or to give any warning of a dangerous condition, use, structure or activity on the land to persons entering for recreational purposes. (b) Except as provided in section 52-557h, an owner of land who, either directly or indirectly, invites or permits without charge, rent, fee or other commercial service any person to use the land, or part thereof, for recreational purposes does not thereby: (1) Make any representation that the premises are safe for any purpose; (2) confer upon the person who enters or uses the land for recreational purposes the legal status of an invitee or licensee to whom a duty of care is owed; or (3) assume responsibility for or incur liability for an injury to person or property caused by an act or omission of the owner. (c) Unless otherwise agreed in writing, the provisions of subsections (a) and (b) of this section shall be deemed applicable to the duties and liability of an owner of land leased to the state or any subdivision thereof for recreational purposes.*