

**RECREATIONAL USE ASSUMPTION OF RISK,
RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT**

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

This Recreational Use Assumption of Risk, Release From Liability and Indemnification Agreement (this “**Release**”) is made by the undersigned recreational user or, if the recreational user is under 18 years of age or a protected person, the undersigned parent or guardian of the recreational user (the undersigned being referred to in this Release as the “**User**”, “**I**”, “**My**” or “**Me**”), in favor of **KEVIN O’SULLIVAN and GAIL O’SULLIVAN, NEWTON P.S. MERRILL and MARY S. MERRILL, LYME TRAIL ASSOCIATION, INC., LORD CREEK FARM LLC, POND LOTS LLC, 25 LHL LLC, EF34 LLC, 37-3 LHL LLC, MOORE ROAD LLC, CT78 LLC, GEORGE W. WHELEN, IV, and CHRISTINE B. WHELEN** (with their executors, administrators, beneficiaries, heirs, successors and assigns each, individually, an “**Owner**” and, collectively, the “**Owners**”), for the purpose of allowing Me to participate in activities for recreational purposes, including horseback riding, on any or all of each of the Owners’ respective real property or interest in real property west of Route 156 and south of Ely Ferry Road in Lyme, Connecticut (each such property individually, a “**Property**” and, collectively, the “**Properties**”) without charge, rent, fee or other commercial service.

WARNING: CERTAIN INHERENT AND OTHER RISKS, HAZARDS, CONDITIONS AND DANGERS (referred to in this Release each as a “risk” and collectively as “risks”) THAT CAN CAUSE OR LEAD TO INJURY TO THE USER AND OTHER PERSONS OR TO ANIMALS, PROPERTY DAMAGE, ILLNESS, MENTAL OR EMOTIONAL TRAUMA, PARALYSIS, DISABILITY OR DEATH MAY EXIST AT, UPON, UNDERNEATH AND/OR ADJACENT TO THE PROPERTIES INCLUDING, WITHOUT LIMITATION, UNEVEN AND/OR SLIPPERY TERRAIN, HOLES, OBSTACLES, LOOSE GRAVEL AND DIRT, ROCKS, VEGETATION AND FALLING TREES AND/OR TREE LIMBS, RIVERS, STREAMS AND OTHER POTENTIALLY DEEP BODIES OF WATER WITH AND WITHOUT CURRENT WHICH MAY OR MAY NOT FREEZE DURING COLD MONTHS, INSECTS, ALLERGENS, WILD AND DOMESTICATED ANIMALS, AND VEHICLES.

I understand and agree to the following:

- I will not enter or use any Property for any purpose other than recreational purposes.
- I will not make any claim that I have entered or used any Property for any purpose other than recreational purposes.
- I agree that I have been charged no fee, admission or any other charge by the Owners to enter or use any Property. I understand and agree that any fee paid to the Lyme Trail Association or other organization for any purpose, including without limitation any membership fee or entry fee is not a fee, charge or admission by the Owners of any Property.
- Copies of Connecticut General Statutes §§ 52-557f, 52-557g, 52-557h, 52-557i and 52-557p are included as part of this Release and I have had an opportunity to review and understand those statutes and to discuss them with an attorney.
- As a condition of My recreational use of the Properties or any of them, I agree that each Property is offered in an “as is” condition, without any warranty regarding the safety or condition of each such Property, and that the Owners do not patrol the Properties or any of them to discover or repair hazards or scout for injured Users.

- I will perform My own inspection of each Property that I use and not to use any of the Properties alone.
- I am solely responsible for equipment I use for recreational purposes. No Owner has provided or is providing any horse or horses to Me, nor is such Owner an agent or employee of the person providing any horse or horses. I understand that it is My obligation to exercise care in My activities and recreational use of the Properties. I agree to follow all safety rules and procedures commonly associated with or customary to My chosen recreational activity.
- The words “charge”, “land”, “owner”, and “recreational purpose” are defined in General Statutes § 52-557f, which is part of this Release.
- Although “equestrian activities” are not specifically listed as a “recreational purpose” in the General Statute § 52-557f(4), I agree that My equestrian activities are a recreational purpose within the meaning of § 52-557f(4), and I promise that I will make no claim that such activities are not a recreational purpose within the meaning of § 52-557f(4).
- Although portions of the Property, including without limitation parking areas and paddocks, are not specifically identified as “land” in General Statute § 52-557f(2), I agree that such areas are “land” within the meaning of § 52-557f(2). I promise that I will make no claim that such areas are not “land” within the meaning of § 52-557f(2).
- Pursuant to General Statutes § 52-557g, “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.” The full text of § 52-557g is set forth at the end of this Release.
- Pursuant to General Statutes § 52-557p, “[e]ach 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.” The full text of § 52-557p is set forth at the end of this Release.

I. ASSUMPTION OF RISK. I have read and understand the **WARNING** on page 1 of this Release. I accept and agree as a condition of My use of each such Property that I assume all risk and liability associated with My recreational activities and with the conditions I encounter on the Properties or any of them, except as otherwise provided by law.

II. RELEASE FROM LIABILITY. As a condition of using the Properties or any of them and in consideration for such use, I, for Me and My executors, administrators, beneficiaries, heirs and assigns, hereby waive, release, forever discharge and hold harmless the Owners and each of them individually from and against any and all existing or potential claims, demands, causes of action, suits, liabilities, interests, damages, losses, costs and expenses (including but not limited to reasonable attorneys’ fees and other litigation costs and expenses) asserted or unasserted, known or unknown, in connection with, arising from or in any way related to (a) My use of the Properties or any of them, (b) any injury or damage to any person, or property, including, without limitation, animals, caused to others or their property by Me while using the Properties or any of them, (c) any injury or damage sustained by Me or to My property, including, without limitation, animals, while using the Properties or any of them **including, but not limited**

to, those injuries and damages caused by the negligence of the Owners, and (d) the subject matter, terms, conditions, covenants, rights, duties and obligations described in this Release, to the maximum extent permitted by applicable law, whether at law or in equity, now accrued or which may hereafter accrue, and whether such claims are direct and/or indirect, or are in tort, contract, equity or otherwise (collectively, the “**Claims**”).

III. INDEMNIFICATION AND COVENANT NOT TO SUE. I, for Me and My executors, administrators, beneficiaries, heirs and assigns, shall indemnify and defend the Owners and each of them from and against any and all existing or potential Claims, including without limitation, Claims by or on behalf of Me. I accept and agree that, for Me and My executors, administrators, beneficiaries, heirs and assigns, I will not sue the Owners or any of them, their insurance carriers, their subsidiaries, affiliates, officers, directors, representatives, assignees, employees, or agents, for any Claims including, without limitation, Claims by or on behalf of Me.

IV. MISCELLANEOUS. I understand that this Release contains the entire agreement among the parties to this Release and supersedes all prior agreements and understandings between the parties to this Release with respect to the subject matter contemplated in this Release. This Release shall be binding upon Me, the undersigned person, and the User if undersigned is a parent or guardian, as well as on My assignees, subrogratees, distributees, heirs, beneficiaries, next-of-kin, executors, personal representatives, and administrators. This Release shall be a complete bar and defense against any Claims resulting from My use of the Properties or any of them for recreational purposes to the fullest extent permitted by law. I accept and agree that the privilege of using the Properties is full, fair, and sufficient consideration for the signing of this Release. If any part, term or provision of this Release shall be found to be illegal, invalid, void or unenforceable, such part, term or provision, as the case may be, to the extent so found, shall be reformed to achieve its intended result or be of no force and effect and the validity of the remaining parts, terms, or provisions shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by applicable law. This Release shall be governed by and construed in accordance with the laws of the State of Connecticut in all respects.

By signing this Release, I confirm, accept and agree that I have carefully read, considered and understand this Release (and I have had sufficient time to read, consider and understand this Release), that I have signed freely and voluntarily after having consulted with legal counsel or after having the opportunity to consult with legal counsel, and that I understand that I have, in accordance with the Connecticut General Statutes governing recreational use and equestrian assumption of the risk and this Release, given up substantial legal rights as consideration for the privilege of using the Properties or any of them for My recreational purposes. I intend My execution of this Release to be a complete and unconditional waiver, release, discharge, hold harmless and indemnification by Me of all liability of the Owners as set forth in this Release.

Signature of User or Parent/Guardian

Date

Name of User (Print)

Address of User

Email Address of User (Print)

Connecticut General Statutes § 52-557f. Landowner liability for recreational use of land. Definitions as used in sections 52-557f to 52-557i, inclusive:

- (1) “Charge” means the admission price or fee asked in return for invitation or permission to enter or go upon the land;
- (2) “Land” means land, roads, water, watercourses, private ways and buildings, structures, and machinery or equipment when attached to the realty, except that if the owner is a municipality, political subdivision of the state, municipal corporation, special district or water or sewer district: (A) “Land” does not include a swimming pool, playing field or court, playground, building with electrical service, or machinery when attached to the realty, that is also within the possession and control of the municipality, political subdivision of the state, municipal corporation, special district or water or sewer district; and (B) “road” does not include a paved public through road that is open to the public for the operation of four-wheeled private passenger motor vehicles;
- (3) “Owner” means the possessor of a fee interest, a tenant, lessee, occupant or person in control of the premises. “Owner” includes, but is not limited to, a municipality, political subdivision of the state, municipal corporation, special district or water or sewer district;
- (4) “Recreational purpose” includes, but is not limited to, any of the following, or any combination thereof: Hunting, fishing, swimming, boating, camping, picnicking, hiking, pleasure driving, nature study, water skiing, snow skiing, ice skating, sledding, hang gliding, sport parachuting, hot air ballooning, bicycling and viewing or enjoying historical, archaeological, scenic or scientific sites.

Connecticut General Statutes § 52-557g. Liability of 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 any 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.

Connecticut General Statutes § 52-557h. Owner liable, when. Nothing in sections 52-557f to 52-557i, inclusive, limits in any way the liability of any owner of land which otherwise exists: (1) For willful or malicious failure to guard or warn against a dangerous condition, use, structure or activity; (2) for injury suffered in any case where the owner of land charges the person or persons who enter or go on the land for the recreational use thereof, except that, in the case of land leased to the state or a subdivision thereof, any consideration received by the owner for the lease shall not be deemed a charge within the meaning of this section.

Connecticut General Statutes § 52-557i. Obligation of user of land. Nothing in sections 52-557f to 52-557i, inclusive, shall be construed to relieve any person using the land of another for recreational purposes from any obligation which he may have in the absence of said sections to exercise care in his use of such land and in his activities thereon, or from the legal consequences of failure to employ such care.

Connecticut General Statutes § 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.