



**Release of Liability**  
**KILKERN FARM LLC/Karen McCarthy**

I, the undersigned, wish to participate in Equestrian Activities at Kilkern Farm LLC or under its direction. I understand that during portions of these activities I will be in close proximity to one or more horses under circumstances which may expose me and/or my property to risk of injury and damage due to the inherent risk of equine activities which includes the nature of horses, the facility, and the activities in which I will be engaged, including but not limited to the handling, grooming, leading, lunging, riding, driving, feeding, etc., and also including the operation of any and all equipment and machinery which may be used for and during the maintenance of the property at and around Kilkern Farm LLC. I further agree to abide by all of the rules and regulations set by Kilkern Farm LLC and I have read these rules and regulations and understand them in entirety.

In consideration therefore of Kilkern Farm LLC allowing my participation in these activities, I, on behalf of myself, and my heirs, administrators, personal representatives, assigns and children and spouse, if any, do hereby agree to hold harmless, release and discharge Kilkern Farm LLC and Karen McCarthy which includes its/hers officers, directors, members, agents, employees, assigns, representatives, affiliates and insurers, of and from all claims, demands, causes of action and legal liability whether known or unknown, anticipated or unanticipated, due to the ordinary negligence of the aforementioned. I shall not bring any claims, demands, legal actions or causes of action against the aforementioned for any damage or loss due to bodily injury, death or property damage arising out of my participation in these activities, and if any are brought, I agree to pay all of Kilkern Farm LLC's and Karen McCarthy's costs, expenses, and legal fees associated with bringing such a claim, demand, action or cause of action or related thereto.

I, as the undersigned participant, agree to assume any and all risks involved with, related to, or arising from, my involvement in equestrian activities including but not limited to, use of horses, equipment, machinery or presence upon the premises of Kilkern Farm LLC and facilities, and including but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

I also agree to indemnify and defend Kilkern Farm LLC and Karen M. McCarthy and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, owners, partners, employees, servants, and agents against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from the equestrian activities and/or my use of or presence upon property and facilities at and around Kilkern Farm LLC.

This contract is non-assignable and non-transferable and is made and entered into in the Commonwealth of Massachusetts and shall be enforced and interpreted under the laws of this state. When the Participant (and/or Participant's parent or guardian, if Participant is a minor) signs this contract, it will then be binding on both the Participant including the guardians, parents, spouses, and representatives of the Participant, and Kilkern Farm LLC and Karen M. McCarthy, and subject to the above terms and conditions.

**\*\* WARNING \*\***

Under Massachusetts Law, an equine professional is NOT liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities, unless otherwise specifically provided for in Chapter 128, Section 2D of the Mass. General Laws.

I have read the Equine warning, the farm/riding rules, and the entirety of this liability release form, as well as the provisions and exceptions set forth in Chapter 128, Section 2D of the Mass. General Laws.

I fully understand and voluntarily agree to this release and indemnification contract. I understand that this signature indicates that I have considered my legal rights and remedies, have had the opportunity to seek legal counsel, and agree to the terms contained herein.

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Printed name of Participant

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Signature of Participant

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Date

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Printed name of parent/guardian of minor

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Signature of parent/guardian of minor

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Date