General Release and Waiver of Liability

THE STABLES @ STEPPING STONES

NOTICE: THIS IS A LETGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This General Release and Waiver of Liability (Release) executed on this(date), _____

by _____ (Participant)

whose permanent address is _____ and

The Stables at Stepping Stones Farm LLC (Company), a New Hampshire limited liability company, as respects

_____(Activity) held on the _____ (dates),

at 19 Putnam Road, Temple, NH, and other local property (Activity Location).

Participant understands the Activity conducted at the Activity Location, which is a working farm with a variety of animals, may involve exposure to hazards and dangers that may result in legal liabilities, bodily injury, death, or property loss or damage to Participant or Participant's animal(s).

Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. COMPETENCY TO ENGAGE IN CONTRACT. Participant certifies that they are at least 18 years of age or their Parent or Guardian is at least 18 years of age and signing on their behalf, and are physically and mentally able to participate safely in the Activity.

2. WAIVER AND RELEASE. Participant waives, releases, and forever discharges all claims against the Company and its officers, employees, volunteers, agents, and representatives, Stepping Stones Farm & Retreat Center LLC and its officers, employees, volunteers, agents and representatives, the Isabella Martin Revocable Trust and its agents and representatives, the Isabella Hagner Revocable Trust and its agents and representatives, and the Isabella McDaniel Revocable Trust and its agents and representatives (Released Parties) for any injuries, damages, losses of claims, whether known or unknown, which arise during or result from the Activity, except only to the extent caused by the sole negligence Of intentional misconduct of the Released Parties.

3. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. Under N.H. RSA 508.19, Participant expressly acknowledges and agrees that access, use and/or involvement with any Released Parties services may involve potentially dangerous and physical activities that may lead to personal and/or bodily injury, death, temporary or permanent disability, loss of services, loss of consortium, or damage to or loss of property. Participant accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during of results from the Activity, except only to the extent caused by the sole negligence Of intentional misconduct of the Company Of Released Parties.

4. EMERGENCY MEDICAL CONSENT. Participant hereby consents or does not consent to emergency medical care at the discretion of Released Parties.

5. INDEMNIFICATION AND HOLD HARMLESS. Participant agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs, or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits brought against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of any of the Released Parties.

19 Putnam Road | Temple, NH | 603.321.5255
https://www.steppingstonesfarm.com

STEPPING STONES
FARM & RETREAT CENTER

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6. DISCLAIMER OF WARRANTIES. Participant acknowledges and agrees the services, including without limitation, any products, goods, services, advice, or any other information provided therein are provided "as is" and "as available," with all faults, errors, and omissions, and without any performance assurances of guarantees of any kind. Released Parties expressly disclaim any and all warranties, conditions, and presentations, express or implied, regarding the Released Parties services, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, uptime, accessibility, and warranties arising from course of dealing, usage or trade practice. Released Parties further make no guarantee of warranty as to the particular goals, results, benefits or outcomes that may be achieved of obtained through use of any Released Parties services. Participant agrees to use said services at Participant's sole risk. Participant will not hold Released Parties, licensors, and suppliers, as applicable, responsible for any loss or damage that results from access or use of Released Parties services.

7. RULES. Participant agrees to follow all posted and stated rules and directions from Company and its officers, employees, volunteers, agents, and representatives. Participant understands that failure to comply with posted rules and/or verbal directions by Released Parties may result in Participant's removal from the property without a refund of any fees paid.

8. GOVERNING LAW. This Release shall be governed, construed, and interpreted by, though, and under the Laws of the State of New Hampshire in an as broad and Inclusive manner as permitted by law.

9. SEVERABILIFIY. If any provision of this Release, Of the application thereof, shall, for any reason and to any extent, be invalid or unenforceable, the remaining provisions shall not otherwise be affected and shall continue to be fully enforceable.

10. BINDING EFFECT. The covenants, obligations, and conditions contained herein shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

11. MODIFICATION. Attachments to this Release are a part of this Release. No oral provisions have been made. This Release with its attachments is the entire agreement between Participant and Company. The parties hereby agree that this document contains the entire agreements between them, and this Release shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

The participant has read and understood and agrees to all the terms and conditions contained in this Release.

_____ _____

Participant Signature Date

If you would like to be on our Stepping Stones Farm & Retreat Center Newsletter/Blog which includes news on The Stables @ Stepping Stones please give us your Name and Email Address. Please write clearly so we get it right.

We would love to stay in touch and have you come back soon and often!!!

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