

GROTON RIDING AND DRIVING CLUB TRUCK-IN TRACK USE YEARLY PASS & AGREEMENT at Hazel Grove Park, 166 Jenkins Road, Groton, MA
For use of the training track, wash stalls and farrier shed.

This agreement made and entered into by and between (Owners/Trainer of horse and Hazel Grove Agricultural Association)

Owner _____

(Address): _____

(Telephone): _____

(Email): _____

Trainer

(Address): _____

(Telephone): _____

Email: _____

Emergency contacts: _____

Hereinafter called "Horse Owner/Trainer" and Hazel Grove Agricultural Association hereinafter called "HGP Operator",

This form is to permit Horse Owner/Trainer use of the track for a fee of \$150.00 per year or \$10 per day. This form must be completed, signed and paid prior to use of the track. Payment is made to HGAA, PO Box 155, Groton, MA 01450

Required: Current Negative Coggins Test

Unless otherwise posted, the track is available except when the field has been otherwise booked. The Field Use Notices will be posted in a timely fashion at location on the kiosk and online at <http://hgaa.org/events-calendar>

Horse Owner/Trainer : 1) To hold HGP OPERATOR free from all damages or liability for any injury to self or other person(s) or properties while at the facility know as Hazel Grove Park. 2) Not to hold HGP OPERATOR, the Town of Groton, its agents, and employees, responsible for the loss of the horse described above and for the loss of any personal property belonging to Horse Owner/Trainer due to any and all causes including fire and theft; and acknowledge that insurance coverage for said horse and property is the responsibility of Horse Owner/Trainer. 3) To act with the understanding that this a property owned by the Town of Groton and leased to HGAA, that the track is for the exclusive use of the Groton Riding and Driving club members, and that poor behavior towards other users of the park are grounds for immediate termination of this agreement.

- 4) HORSE OWNER AND HGP OPERATOR MUTUALLY AGREE THAT: 1. Any vandalism or disturbances caused by the Horse Owner/Trainer, or any person(s) accompanying Horse Owner/Trainer while on the premises of Hazel Grove Park will be grounds for immediate termination of the Agreement, and Horse Owner/Trainer will be held liable and responsible for any and all damages incurred,
- 5) Horse Owner/Trainer will respect the rights of others at Hazel Grove Park and will not take any liberties in using equipment or horses, other than that belonging to the Horse Owner/Trainer. Horse Owner/Trainer will be held liable for the total cost of replacement of repair of any

damaged or lost equipment, facility damage, or injury to persons, equipment or horses, caused either directly by himself/herself, by Horse Owner/Trainer's horse, or by persons accompanying him/her while on the premises of Hazel Grove Park.

- 6) Track users must be a member of The Groton Riding and Driving Club, member United States Trotting Association - Active in good standing. Warning: Under Massachusetts Law an equine professional is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 2D of Chapter 128 of the General Laws. This AGREEMENT AND RELEASE FROM LIABILITY is entered into on this _____ day of _____, in the year _____, by and between HORSE OWNER _____, TRAINER _____ and Hazel Grove Agricultural Association (HGP OPERATOR) _____

. In exchange for use of property, facilities, and services of OWNER/TRAINER, his/her heirs, assigns and legal representatives, hereby expressly agree to the following 1. I agree that horseback riding and all equine activities are inherently dangerous activities AND that these activities will expose me to above normal risks of bodily injury and/or death. 2. I agree that I am responsible for my own safety while engaging in any and all equine activities on the HGP OPERATOR's property and/or the adjoining property of others, which have given me permission to train. 3. I agree to acknowledge all of owner's rules and regulations pertaining to any and all equine activities occurring on HGP OPERATOR'S property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure OWNER/TRAINER'S safety while engaging in such activities. 4. I understand the risks involved in equine activities and I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN OWNER'S USE OF OR PRESENCE UPON HGP OPERATOR'S PROPERTY AND FACILITIES while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person. 5. I agree that HGP OPERATOR, the Town of Groton, its agents, and employees are NOT liable for any injury to or the death of OWNER/TRAINER and/or a participant in equine activities resulting from the inherent risks of equine activities. 6. I agree to hold HGP OPERATOR, the Town of Groton, its agents, and employees completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during OWNER/TRAINER's use of or presence upon HGP OPERATOR's property. 7. I agree to hold the HGP OPERATOR completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during OWNER/TRAINERs use of or presence upon the HGP OPERATOR's property. 8. I AGREE NOT TO SUE HGP OPERATOR, Town of Groton, its agents and/or employees in association with ANY claims, damages, costs, or expenses arising out of OWNER/TRAINER's use of or presence upon HGP OPERATOR's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, risks including sickness and disease (including communicable diseases), and further, that both horse and rider, and Property damage. 9. OWNER/TRAINER is responsible for complete and full insurance coverage on himself/herself, personal property, and OWNER's horse. 10. OWNER/TRAINER agrees that this agreement and release of liability is a contract that when signed by the parties involved will be legally

binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Massachusetts.

I agree that Hazel Grove Agricultural Association may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

11. Signature hereon signifies understanding and compliance with the above and the terms and conditions on the reverse side hereof; and acknowledges receipt of a copy. SIGNATURE OF HORSE OWNER: _____ DATE: _____

SIGNATURE OF HORSE

TRAINER: _____

DATE: _____

SIGNATURE OF HAZEL GROVE AGRICULTURAL ASSOCIATION

DIRECTOR: _____ DATE: _____
