

Frederick Pony Club, Inc.

PARTICIPANT AGREEMENT: Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Assumption of Inherent Risks: I understand the inherent risks involved in equine activities, which risks include, but are not limited to, bodily injury, physical harm and even death to horses, riders, and spectators from using, riding or being in close proximity to horses may occur in normal use. I acknowledge that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. Further, I understand that “inherent risks of equine activities” shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:

1. the propensity of any equine to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
2. the unpredictability of an equine’s reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
3. certain hazards such as surface and subsurface objects;
4. collisions with other equines, animals, people and objects (fixed or otherwise);
5. limited availability of emergency medical care; and
6. the potential of a participant or spectator to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his/her ability.

Waiver of Liability: For the privilege of riding and/or working around equines at Frederick Pony Club, Inc. 4614 Ijamsville Rd, Ijamsville, MD 21754 today and on all future dates, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge Frederick Pony Club, Inc., its managers, employees, volunteers, and agents (hereinafter “Facility”) from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned by me or any horse not owned by the Facility but used by me, or to any family member or spectator accompanying me while on the premises of the Facility resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of the Facility AND that except in the event of the Facility’s gross and willful negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against the Facility for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by me in relation to the premises and operations of the Facility, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of the Facility.

Indemnification: I also agree to hold harmless, defend, and indemnify the Facility (including, but not limited to, costs associated with defending a suit, judgment, courts costs, investigation costs, and reasonable attorney fees) from any and all claims of mine, my family members, or others arising from my injury or loss due to my participation as a rider, handler, trainer, instructor, or spectator. I further agree to hold harmless, defend, and indemnify the Facility against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation as a rider, handler, trainer, instructor, or spectator.

Acknowledgements, Assertions, and Agreements: I warrant that a full and fair disclosure of my equestrian handling and riding abilities have been made to the Facility, its managers, employees, and agents. Further: **Health Status** – I assert that I:

1. Have fully disclosed to Facility any chronic conditions that could impair my ability to participate as a rider, handler, trainer, instructor, or spectator and have provided a doctor’s release permitting my participation (if applicable).
2. Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation in equine activities.
3. Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

Emergency Care – I authorize or agree:

1. The Facility to administer emergency first aid, CPR, and use an AED when deemed necessary by the Facility.
2. The Facility to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by the Facility.
3. The Facility to share my medical history with emergency medical personnel when deemed necessary by the Facility.
4. To assume all costs of emergency medical care and transportation.

Rules & Safety Equipment – I agree:

1. To abide by the rules and regulations established by the Facility.
2. To wear a SEI/ASTM approved riding helmet at all times while mounted on the horse.
3. To wear appropriate footwear at all times while on the premises of the Facility.
4. To inform the Facility immediately if I become aware of rider conduct or equipment condition that presents a danger to myself or others.
5. That the Facility will conduct all activities in good faith and may find it necessary to terminate my participation if it is determined that I am incapable of safely meeting the rigors of the activity. I accept the Facility's right to take such actions for the safety of myself, other riders, and/or the horses.

Covenant not to Sue; Mediation; Venue; and Severability Clauses: I covenant not to sue the Facility for any present or future claim arising directly or indirectly from my participation with equines at the Facility. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of the Facility.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. Any action brought under this Agreement shall be brought within one (1) year of the incident or dispute giving rise to said claim. I further agree that *prior to litigation*, such incident or dispute shall first be mediated by a trained Mediator knowledgeable in equines and equine activities from a list acceptable to the Facility. Costs of mediation shall be shared equally by the parties. In the event of litigation, the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees.

I also expressly agree that this Participant Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Acknowledgement of Understanding: I have read this 2-page Participation Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the Facility for injuries resulting from the inherent risks of equine activities or the active or passive negligence of the Facility. I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by the Facility, to the greatest extent allowed by the laws of Maryland.

*** In the event the undersigned is under the age of eighteen (18), the signature of a parent or guardian is also required.**

Signature _____ Date: _____

Address: _____

Date of Birth of Minor Participant: _____ Telephone: _____

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____

Name of Emergency Contact Person: _____

Telephone of Emergency Contact Person: _____

*** If participant is a minor, the parental signature indicates full understanding of the above terms and is waiving both the rights of the minor participant and the rights of the parent/guardian pursuant to this Agreement.**

WITNESSED:

Frederick Pony Club, Inc. Agent (print Name): _____