

HEART OF RIDING, LLC PARTICIPANT AGREEMENT

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

This is an agreement between the student, client, boarder, or spectator (“Participant”) and Heart of Riding, LLC. The purposes of this Participant Agreement (“Agreement”) include the following: (1) to affirm that the Participant has been fully informed of the risks and benefits of the particular activity or activities Participant wishes to partake, (2) to affirm that the Participant voluntarily consents to the risks involved in the selected activities, and (3) Participant knowingly agrees to waive certain rights Participant legally may have under particular circumstances.

Check Applicable Activities:

Lessons Horse-in-Training Boarder Clinics

Assumption of Inherent Risks: I understand and assume 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:

- 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;
- the unpredictability of an equine’s reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- certain hazards such as surface and subsurface objects;
- collisions with other equines, animals, people and objects (fixed or otherwise);
- limited availability of emergency medical care; and
- 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, handling, auditing, observing, and/or working around equines at Heart of Riding, LLC and/or for the privilege of having my horse trained by Heart of Riding, LLC 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 the Heart of Riding, LLC, and its members, managers, employees, clinicians, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned or leased by me or any horse not owned by the Heart of Riding, LLC but used by me, or to any family member or spectator accompanying me while on the premises of the Heart of Riding, LLC resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of the Heart of Riding, LLC.

AND that except in the event of the Heart of Riding, LLC’s gross and willful negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against the Heart of Riding, LLC for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by me or my horse in relation to the premises and operations of the Heart of Riding, LLC, including while training, riding, handling, or otherwise being near horses owned by or in the care, custody and control of the Heart of Riding, LLC.

Indemnification: I also agree to hold harmless, defend, and indemnify the Heart of Riding, LLC (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, or spectator.

I further agree to hold harmless, defend, and indemnify the Heart of Riding, LLC 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, 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 Heart of Riding, LLC and their agents. Further:

Health Status – I assert that I:

- I possess the physical condition and required mental competencies to participate safely or have the written permission from my personal physician or psychiatrist/therapist to participate in the activities I have selected.
- I have no physical condition which would preclude my participation. However, if I, in fact, do have a physical condition (e.g. heart problems, seizures, asthma, allergies) or a developmental or a psychological condition (e.g. autism, depression, anxiety, anger) that could preclude my participation I have fully disclosed this condition to Heart of Riding, LLC and, *if required*, have presented a letter from my personal physician and/or psychiatrist or therapist stating I may safely participate..

Emergency Care – I authorize or agree that the Heart of Riding, LLC:

- May administer emergency first aid, CPR, and use an AED when deemed necessary.
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary.
- May share my medical history (if known) with emergency medical personnel when deemed necessary.
- And I shall assume all costs of emergency medical care and transportation provided on my behalf.

Rules & Safety Equipment – I agree:

- To abide by the rules and regulations established by the Heart of Riding, LLC.
- To wear an SEI/ASTM approved riding helmet at all times while mounted on the horse. To wear appropriate footwear at all times while on the premises of the Heart of Riding, LLC.
- To inform the Heart of Riding, LLC immediately if I become aware of rider conduct or equipment condition that presents a danger to my self or others.
- That the Heart of Riding, LLC 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 Heart of Riding, LLC's right to take such actions for the safety of myself, other riders, and/or the horses.

Covenant not to Sue; Choice of Law; Statute of Limitations; Mediation; Venue; and Severability Clauses: I promise not to sue Heart of Riding, LLC for any present or future claim arising directly or indirectly from my participation in activities at Heart of Riding, LLC. This includes claims resulting from the inherent risks of equine or physical activities and the active or passive negligence of Heart of Riding, LLC.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. The parties agree 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 I shall select from a list acceptable to Heart of Riding, LLC. Costs of mediation shall be shared equally by the parties. In the event of litigation, all claims shall be brought in a court of competent jurisdiction. I agree the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees and reimbursement of mediation 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. This Agreement does not apply to acts of gross negligence.

Acknowledgement of Understanding: I understand this is a legal document and that I am signing this Agreement freely and voluntarily, without coercion or duress. I understand I have the choice *not to participate* as a client, student, volunteer, health aide, or spectator at Heart of Riding, LLC, and, therefore, not sign this Agreement. I understand there is no public policy in Maryland prohibiting the use of this waiver.

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 Heart of Riding, LLC, its clinicians, members, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of those activities I have voluntarily selected to participate or from the ordinary negligence (active or passive) of Heart of Riding, LLC. I further acknowledge that I intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by Heart of Riding, LLC to the greatest extent allowed by the laws of Maryland.

Signature (must be at least 18yrs of age or legally competent to sign)

DATE

Signee's Name if not the Participant: _____

Signee must be legally competent. If Participant is a minor (less than 18 years of age) or an individual (minor or adult) under the care and guardianship of another, the parental or guardian signature indicates full understanding of the above terms and, as may be permitted by law, is waiving both the rights of the minor Participant and the rights of the parent/legal guardian pursuant to this Agreement.

Participant's Name (print legibly): _____

If Participant is a minor, what is relationship of Signee to Participant: Parent Legal Guardian Other _____

Signee's Address (Street, City, State, Zip Code)