

# Fine Idea Equestrian, LLC Liability Release

PARTICIPANT AGREEMENT:

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

#### 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 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 Fine Idea Equestrian, LLC (hereinafter "STABLE") on the premises of Fine Idea Farm at 1615 Long Corner Road, Mt. Airy, MD, 21771, 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 STABLE, and its directors, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned, leased or used by me, or to any family member or spectator accompanying me while on the premises, resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of STABLE. I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against STABLE 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 STABLE, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of STABLE.

1615 Long Corner Road Mt. Airy, MD 21771 301-814-5887 www.fineideafarm.com



#### Indemnification:

I also agree to hold harmless, defend, and indemnify STABLE, 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 STABLE 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 STABLE.

#### Health Status

I assert that I:

• Have fully disclosed any chronic conditions that could impair my ability to participate in equine activities and have provided a doctor's release permitting my participation (if applicable).

•Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation in equine activities

• Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

### Emergency Care

I authorize or agree that STABLE:

- •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 STABLE.
- •To wear an SEI/ASTM approved riding helmet at all times while mounted on a horse.
- •To wear appropriate footwear at all times while on the premises.



I have read this release of liability and assumption of risk agreement, fully understand it's terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement:

PARTICIPANT X\_\_\_\_\_

AGE\_\_\_\_\_ DATE SIGNED:\_\_\_\_\_

## FOR PARTICIPANTS OF MINORITY AGE/UNDER AGE 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read the contents of the above release and do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the releasees, to the fullest extent permitted by law.

X \_\_\_\_\_

PARENT/RESPONSIBLE PARTY SIGNATURE

EMERGENCY CONTACT NAME AND PHONE NUMBER: