

Windswept Stables**PARTICIPANT AGREEMENT Effective 1 May 2020****Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

FOR Windswept Stables:

**Boarder Camp Lessons Activity Participant Spectator / Auditor
Clinic Participant Seminar, or Program**

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 and/or working around equines 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 Camp Windswept stables, Inc. and Windswept stables, LLC (property owner) (hereinafter collectively referred to as "Windswept stables"), and its directors, members, managers, employees, volunteers, and agents 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 Windswept stables but used by me, or to any family member or spectator accompanying me while on the premises of Windswept stables resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of Windswept stables.

AND that except in the event of Windswept stables's wanton and willful and/or reckless conduct and/or gross negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against Windswept stables for any economic and/or noneconomic losses due to bodily injury, death, and/or property damage sustained by me in relation to the premises and operations of Windswept stables, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Windswept stables,

Indemnification: I also agree to hold harmless, defend, and indemnify Windswept stables (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 Windswept stables 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 Windswept stables, its directors, members, managers, employees, and agents. Further:

Health Status – I assert that I:

- Have fully disclosed to Windswept stables any chronic conditions that could impair my ability to participate as a rider, handler, or spectator 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 Windswept stables:

- May administer emergency first aid, CPR, and use an AED when deemed necessary by Windswept stables.
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Windswept stables.
- May share my medical history with emergency medical personnel.
- 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 Windswept stables now and in the future.
- To wear an SEI/ASTM approved riding helmet at all times while mounted on the horse, and, if required, a safety vest.
- To wear appropriate attire and footwear at all times while on the premises of Windswept stables.
- To wear and utilize any additional safety equipment for my particular equine activity.
- To inform Windswept stables immediately if I become aware of rider conduct or equipment condition that presents a danger to my own person or others.

Participant Agreement for WINDSWEPT STABLES

Initial _____

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- That Windswept stables 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 Windswept stables'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 Windswept stables for any present or future

claim arising directly or indirectly from my participation with equines at the Windswept stables. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of Windswept stables.

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 Windswept stables (whichever party is in dispute). 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 understand this is a legal document and that I am signing this agreement

freely and voluntarily. I understand I have the choice *not to participate* as a boarder or spectator at Windswept stables, or as a rider, handler, participant, or spectator in the clinic, camp, lesson program, training, or special event provided by or at the facilities of Windswept stables, and, therefore, not sign this agreement. I understand there is no public policy in Maryland prohibiting the use of this waiver and I may sign on behalf of my minor child or ward. 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 Windswept stables, its clinicians, directors, members, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of equine activities or the active or passive negligence of Windswept stables. 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 Windswept stables, to the greatest extent allowed by the laws of Maryland.

Date Signature **(must be at least 18yrs of age to sign) ***

If participant is a minor, print name here

Printed Name of Signatory_____

Date of Birth of Minor Participant_____ Address_____

Name of Emergency Contact Person_____

City, State, Zip Code_____

Telephone of Emergency Contact Person Telephone_____

*** If participant is a minor (less than 18 years of age), 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/guardian pursuant to this Agreement.

WINDSWEPT STABLES PARTICIPANT AGREEMENT

ASSUMPTION OF RISK AND WAIVER/RELEASE OF LIABILITY FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of Camp Windswept stables Inc, Windswept stables LLC

(property owner0 hereafter collectively referred to as 'Windswept stables' –its program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Camp Windswept stables Inc, Windswept stables LLC (property owner0 hereafter collectively referred to as 'Windswept stables' their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the

fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PRINTED Name of participant: _____ Signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF COMPLETION OF THIS AGREEMENT)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

PRINT Name of parent/guardian: _____ Signature: _____

Date signed: _____