

Harford Horse Shows Association, Inc.
PARTICIPANT AGREEMENT
Assumption of Risk, Waiver of Liability, and Indemnification Agreement

EVENT: _____

DATE: _____ TIME: _____

The undersigned ("Participant") desires to attend as a spectator and/or actively participate in an equestrian event (the "Event") sponsored by the Harford Horse Shows Association, Inc. ("HHSA") to be held on the date and time noted above at Heavenly Waters Equestrian Center, 608 North Tollgate Road, Bel Air, Maryland 21014 ("Venue") operated under Harford County Parks and Recreation (collectively "HWEC"). Participation in the Event at the Venue includes, but is not limited to, visiting, spectating, and riding and/or showing of a horse or pony ("equine" or "equines") owned or leased and handled by the Participant. The Participant does freely, voluntarily, knowingly, and without duress, executes this Participant Agreement ("Release") under the following terms and conditions contained herein.

Assumption of 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 equines, riders, and spectators from handling, riding or being in close proximity to equines under normal use, and particularly during organized equestrian events when the number of individuals and animals are increased. 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 other animals or 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, unfamiliar objects, persons and/or other animals;
- certain hazards such as surface and subsurface objects (known or unknown);
- collisions with other equines, animals, people and objects (fixed or otherwise);
- limited availability of emergency medical care and treatment on site; and
- the potential of a person to act in a negligent manner that may contribute to an injury to the Participant or others, such as failing to maintain control over the equine, to act within his/her ability handling equines, or maintain a calm demeanor around animals and persons.

Additionally, if I have minor children (under the age of 18 years) in attendance with me, I also voluntarily and willingly accept the responsibility of explaining such risks to the minor child(ren) or ward(s) and assume responsibility for the actions and behaviors of the minor child(ren) or ward(s).

Waiver of Liability: For the privilege of participating at the Event and being in and around equines today at the Venue, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge HHSA, its directors, managers, staff, volunteers, and agents (collectively "HHSA") from any liability or responsibility for accident, damage, injury, or illness (bacterial or viral) to myself or any family member accompanying me, or to any personal property (including private vehicles) owner or operated by myself or a family member while on the premises operated by HWEC. I further agree to release, waive and discharge HHSA and HWEC from the inherent risks of equine activities or from the ordinary negligence (active or passive) of HHSA or HWEC. Additionally, that except in the event of HHSA or HWEC's gross and willful negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against HHSA or HWEC 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 Event.

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

Medical Treatment: I agree to release and forever discharge HHSA and HWEC from any and all claims whatsoever that arises or may hereafter arise on account of any first aid treatment or service rendered in connection with my participation and presence at the Venue. Additionally, I release and forever discharge HHSA and HWEC from any and all claims whatsoever that arises or may hereafter arise in connection with veterinarian treatment or service rendered to the equine owned, lease, or handled by me in activities in the Event at the Venue. I authorize and agree that HHSA or HWEC:

- May administer emergency first aid, CPR, and use an AED defibrillator (if available) when deemed necessary by management or by qualified emergency personnel;

- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary by management or by qualified emergency personnel; and further,
- I shall assume all costs of emergency medical care and transportation provided on my behalf or that of my minor child.

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

This Release shall be construed and interpreted in accordance with the laws of the State of Maryland. Any action brought under this Release 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. 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 and reimbursement of mediation fees. The parties agree to waive a trial by jury. All mediation and legal actions shall be conducted in Harford County, Maryland.

I also expressly agree that this Release 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 covenant that I am at least 18 years of age and authorized to execute this Release. I understand this is a legal document and that I am signing this Release freely, knowingly, and voluntarily. I understand I have the choice *not to participate* as a Participant at the Event provided by HHSa held at the Venue of HWEC, and, therefore, not sign this Release. I understand there is no public policy in Maryland prohibiting the use of this waiver and that I may also sign on behalf of my minor child or ward.

I covenant that I have the authority to sign on behalf of any Participant under the age of 18 years of age (“Minor Participant”). I agree to explain to my minor child or ward the risks involved in participating in equine events. I acknowledge that as the parent or guardian of a Minor Participant that I fully understand the terms and conditions of this Release and, as may be permitted by law, I am waiving both the rights of the Minor Participant(s) and myself pursuant to this Release.

I have read this 2-page Release and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue HHSa and/or HWEC, its clinicians/trainers/instructors, owners, directors, managers, employees, volunteers, and agents for any injuries, illnesses (bacterial or viral), or death resulting from the inherent risks of equine activities or the active or passive ordinary negligence of HHSa or HWEC. 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 HHSa or HWEC, to the greatest extent allowed by the laws of Maryland.

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

Date

Printed Name of Signatory

Printed Name of Minor Participants:

Age of Minor Participants:

Add additional sheet for more names of minor participants under the parental or guardianship of Signatory.