



1089 Nesbitt Road Colora, MD 21917

410-658-9898 410-695-3535 fax  
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## **Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement**

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement (the “Agreement”) is entered into by the undersigned in favor of Hilltop Farm, Inc., JCM-WB, Inc., their officers, directors, owners, employees, agents, including guest clinicians and instructors, Brittany Stanley d/b/a Stanley Sporthorses, any of their successors in interest, as well as the owners of any horses that may be ridden or handled by me or my child at the premises known as Hilltop Farm, located at 1089 Nesbitt Road, Colora, Maryland, (collectively the “Released Parties” and each a “Released Party”). In consideration for me or my child being permitted to participate in Equestrian Activities, including but not limited to riding, training, boarding, grooming, handling horses, participating in instruction and/or clinics, or observing others doing any of the above activities (“Equestrian Activities”) at Hilltop Farm or at equestrian related events with the Released Parties away from Hilltop Farm, with or without supervision, as well as being permitted to use lodging and other facilities at Hilltop Farm, I acknowledge and agree as follows:

**1. Acknowledgment, Assumption of Risks:** I acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I understand that neither my horse’s actions, nor the actions of any other person or animal can necessarily be controlled, and that my or my child’s safety and that of my horses and other property cannot be guaranteed while participating in Equestrian Activities. I understand that injuries and harm may result from working with and around horses from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions, loud or sudden noises and other causes not necessarily predictable. I recognize that even with careful handling, even the best trained horses can and often do react rapidly and in unpredictable ways to stimuli and even for no apparent reason at all. I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I might suffer as a result of my or my child’s participation in Equestrian Activities or our presence at Hilltop Farm may not be entirely foreseeable.

Understanding the risks involved in owning a horse and having it handled by others, and the risks of riding and handling horses, I voluntarily choose to participate in Equestrian Activities or allow my child to participate in Equestrian activities and to be around horses, and KNOWINGLY AND VOLUNTARILY EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE RISKS INHERENT IN EQUESTRIAN ACTIVITIES, THE UNINTENTIONAL NEGLIGENCE OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I accept full and complete responsibility for the safety of myself, my child, any guests or observers accompanying me or present at my invitation, my horses and personal property, and I assume the risk of any damage or injury caused to myself, to others or suffered by my horse.

**2. Release and Waiver of Claims, Indemnification:** On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN, MY CHILD’S OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS, DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUFFERED BY ME OR MY CHILD, MY HORSE, OR BY ANY OTHER PERSON OR HORSE AS A RESULT OF MY OR MY CHILD’S PARTICIPATION IN EQUESTRIAN ACTIVITIES OR THE ACTIONS OF MY HORSE, WHETHER CAUSED BY THE RISKS INHERENT IN EQUESTRIAN ACTIVITIES, THE UNINTENTIONAL NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this section 2 shall be deemed to release any Released Party from liability arising from their own willful or intentional cause of injury or damage.

I hereby agree that I, my heirs, successors in interest, guardians, legal representatives and assigns will not, either in my, my child’s, or their own name, bring a claim against, sue, demand compensation from or attach the property or assets of the

Released Parties for any loss or damage arising or resulting from my or my child's participation in Equestrian Activities, from our presence at Hilltop Farm or from my horse receiving services from the Released Parties. I further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to damages, attorney's fees and other costs arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might result from my or my child's participation in Equestrian Activities, our presence at Hilltop Farm, or from the actions of my horses.

3. **Personal Property:** I agree that I am responsible for the security of my own personal property, including property I bring to Hilltop Farm or leave in the custody of the Released Parties, and that the Released Parties cannot guaranty the security of my property. I further understand that the Released Parties' property insurance does not cover my property.

4. **Invitees:** I agree that I will not permit any person accompanying me to ride or handle my horses or any other horse at Hilltop Farm or in the custody of the Released Parties unless such person has the permission of one of the Released Parties and has delivered to a representative of the Released Parties an executed version of this Agreement. I agree to indemnify the Released Parties against any claim that would have been waived but for my failure to do so.

5. **Maryland Law, Jurisdiction:** Regardless of the location of the Equine Activities in which I participate, I acknowledge that the Released Parties and their business activities are based in Maryland, that the arrangement for any lesson, clinic or training session with the Released Parties in which I am participating or my horse is being ridden was made in Maryland, and I agree that the terms of this Agreement shall be governed by and interpreted according to the laws of the State of Maryland, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. I specifically consent to the jurisdiction of the same. I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER MARYLAND LAW.

6. **Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by Maryland law. If any portion of this Agreement is determined to be invalid, illegal, unenforceable, or in conflict with applicable law, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. **Representations and Warranties:** I hereby warrant that:

- a) I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.
- b) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.
- c) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW AND MY INITIALS ON THE PRECEDING PAGE ARE ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Address: \_\_\_\_\_

If signed on behalf of minor child, full name of the child: \_\_\_\_\_

Date of birth of minor child: \_\_\_\_\_



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## Personal Emergency & Consent

### Personal Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Emergency Contact:

Name: \_\_\_\_\_ Relationship to Rider: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

### Consent to Treatment:

In the event that I am injured or become ill and am not conscious or otherwise capable of making an informed decision regarding medical care, or my child is injured or becomes ill and I cannot immediately be reached, I hereby consent to such emergency medical treatment as is deemed necessary and prudent by a licensed medical professional until such time as I regain consciousness or until the contact person designated above can be reached and consent to or decline treatment on my behalf. I accept financial responsibility for all costs of medical care.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

### Medical Information:

Birth Date: \_\_\_\_\_ Regular Medications: \_\_\_\_\_

Medical Conditions/Allergies: \_\_\_\_\_

Personal Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

Health Insurance Carrier: \_\_\_\_\_ Plan/Policy Number: \_\_\_\_\_

Hospital of Choice: \_\_\_\_\_