## HORSE HOTEL Agreement and Liability Release Waiver

FOR: Valley Meadow Farms LLC, Hancock, Maryland



This 2-page form must be completed by and for each participant.

**PLEASE READ CAREFULLY BEFORE SIGNING.** SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. Valley Meadow Farms LLC DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF HORSE HOTEL GUESTS AND AGREEMENT PURPOSE. I, the following individual hereinafter known as the "Guest", and the parents or legal guardians thereof of any minor, do hereby voluntarily request and agree to participate in the Horse Hotel on the premises of Valley Meadow Farms LLC.

GUEST'S NAME (please print): \_

REGISTRATION OF GUEST HORSES. Guest warrants that the horse, accompanying Guest, is free of infection, contagious or transmissible disease. Guest warrants that the horse accompanying Guest has passed the Negative Coggins Test and that the test is verified and initialed by a licensed Veterinarian. Valley Meadow Farms, LLC has the right to refuse a horse to unload if cause should arise that the horse's health is in question.

\_\_\_ Negative Coggins Test verified and initialed by Valley Meadow Farms representative.

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS. This agreement shall be legally binding upon me, the registered Guest, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of Maryland. The term "Horse" herein shall refer to all equine species. The term "Horse Hotel" herein shall refer to the lodging and handling of horses. The term "Guest" shall herein refer to a person who handles or comes near a horse. The terms "I", "me", "my" shall herein refer to the above registered Guest, and the parents or legal guardians thereof if a minor.

C. NATURE OF HORSES. No horse is a completely safe horse. All horses, even those that appear calm and docile, will buck, rear, bite, kick or bolt uncontrollably without warning and without apparent cause. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger. The Guest is responsible for his/her own safety and the safety and health of the horse.

D. CONDITIONS OF NATURE. Valley Meadow Farms LLC is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, machinery, motor vehicles, wild and domestic animals, insects which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or while on land which is subject to constant change in condition according to weather, temperature, and natural or man-made changes in landscape.

E. INSPECTION OF PREMISES. Guest has inspected Valley Meadow Farms LLC areas and is satisfied that all premises conditions are reasonably safe for Guest's intended purpose, usage and presence.

F. ACCIDENT/MEDICAL INSURANCE AND PERSONAL LIABILITY. Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is \_\_\_\_\_\_\_ and my policy # is \_\_\_\_\_\_. Should my actions or that of my horse cause injury or damage of any kind, I will be personally be responsible for any such damages.

G. LIABILITY RELEASE. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers or employees or VALLEY MEADOW FARMS, LLC, or by any other person and will compensate Valley Meadow Farms LLC for any damages incurred during my stay. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify VALLEY MEADOW FARMS, LLC and its owners, agents, officers and employees from any and all claims, actions or losses, for myself or horses, for bodily injury, property damage, wrongful death, loss of services or otherwise, which may arise out of my lodging of horses on land owned by VALLEY MEADOW FARMS, LLC, or on other lands. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by VALLEY MEADOW FARMS, LLC and their agents, officers or employees. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which VALLEY MEADOW FARMS, LLC or its agents is a party shall be in a court of law in Washington County, State of Maryland.

## I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE VALLEY MEADOW FARMS, LLC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE OF GUEST:		
DATE OF SIGNATURE:	DATE OF VISIT AT VALLEY ME	ADOW FARMS:
ADDRESS IN FULL OF GUEST:		
PHONE NUMBER HOME:	CELL:	
EMAIL ADDRESS:		
VEHICLE YEAR: MAKE/MODEL:		_LICENSE TAG#:
TRAILER YEAR: MAKE/MODEL:		_LICENSE TAG #:
IN CASE OF EMERGENCY WHILE ON PROPERTY AT VALLEY MEADOW FARMS, PLEASE CONTACT:		
(Name)	(Relation to Rider)	
FORM UPDATED 11/2022. APPROVED BY THE PAGE 2 of 2	LAW OFFICES OF ROBINSO	N AND ROBINSON