

Horseback Riding 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 RIDERS AND AGREEMENT PURPOSE. I, the following individual hereinafter known as the "rider", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on premises Valley Meadow Farms LLC, and that this RIDER will ride his/her own horse or one borrowed by RIDER'S own arrangement:

RIDER'S NAME (please print): _____ RIDER'S AGE (if under 18): _____

REGISTRATION OF GUEST HORSES. Rider warrants that the horse accompanying Rider is free of infection, contagious or transmissible disease. Rider warrants that the horse accompanying Rider 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 RIDER, 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 "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

C. NATURE OF RIDING 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 rider falls from a horse to the ground it will generally be at a distance of 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where a much smaller, weaker predator animal (human) tries to impose its will on, and become a unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. 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.

D. RIDER RESPONSIBILITY. Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.

E. 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.

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

G. 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.

H. PROTECTIVE HEADGEAR WARNING. I have been fully warned and advised by Valley Meadow Farms that the RIDER should wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence.

(please check one). I will _____ or I will NOT _____ be wearing headgear while mounting, riding, dismounting, and at all times in close proximity to horses while visiting Valley Meadow Farms LLC.

I. LIABILITY RELEASE. I fully understand and acknowledge that outdoor recreational activities including the riding of horses have: (a) inherent risks, dangers and hazards and such exists in my use of the land owned by VALLEY MEADOW FARMS, LLC, or on other lands; (b) my participation in such activities may result in injury including, but not limited to bodily injury, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owner, employees, officers or agents of VALLEY MEADOW FARMS, LLC; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes and such risks, hazards and dangers that are integral to the recreational environment, and integral to the riding of horses; and (d) by participating in these activities, 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. 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 bodily injury, property damage, wrongful death, loss of services or otherwise, which may arise out of my riding 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 RIDER (Parent must sign below for rider under 18*): _____

DATE OF SIGNATURE: _____ DATE OF RIDE/VISIT AT VALLEY MEADOW FARMS: _____

ADDRESS IN FULL OF RIDER: _____

PHONE NUMBER HOME: _____ CELL: _____

EMAIL ADDRESS: _____

**IF RIDER UNDER 18, PLEASE PRINT NAME OF PARENT/GUARDIAN:* _____

**PARENT/GUARDIAN SIGNATURE:* _____ *DATE:* _____

IN CASE OF EMERGENCY WHILE ON PROPERTY AT VALLEY MEADOW FARMS, PLEASE CONTACT:

(Name) (Relation to Rider) (Phone number)