**Sunset Hill Farm, LLC**

**DISCLAIMER**

The forms provided on our site were drafted by lawyers with knowledge of equine and contractual matters. However, the forms are Not State specific. **THESE FORMS ARE NOT A SUBSTITUTE FOR LEGAL ADVICE. YOU MAY WANT TO CONSULT WITH AN ATTORNEY REGARDING ANY TRANSACTION TO DETERMINE WHETHER THERE ARE ANY LAWS UNIQUE TO YOUR PARTICULAR STATE OR JURISDICTION.** The laws in each State and the application and impact of individual State laws can vary widely given the changing nature of laws, rules and regulations. The forms are made available to you on the express condition and understanding that Equine.Com, Inc. is not engaged in rendering legal or other professional advice or services to you. The forms should not be used as a substitute for consultation with an attorney or other competent professional adviser. While we have made every attempt to provide comprehensive forms, Sunset Hill Farm, LLC and/or Argeroplos Estates LLC is not responsible for any errors, omissions or for any adverse result from the use of the forms.

**Sunset Hill Farm, LLC** Argeroplos Estates, LLC

 16061 A.E. Mullinix RD., Woodbine, MD 21797

 Christina Minton 410-312-9920 \*221

 Christina@amasystems.com

**RELEASE AGREEMENT**

1. **Registration of Riders and Agreement Purpose:** In consideration of the signing of this agreement, I, the following individual, or the parent/legal guardian of a minor, do hereby voluntarily request and agree to participate to riding.

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

**Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Year of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Does the rider have any physical and/or mental health conditions, problems and/or disorders that may affect his/her safety and ability to ride a horse? YES/NO (Circle one)

If “YES” above, please describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER’S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT ARGEROPLOS ESTATES, LLC AND/OR SUNSET HILL FARM, LLC, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR ARGEROPLOS ESTATES, LLC AND/OR SUNSET HILL FARM, LLC.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

1. **Agreement and Territory Definitions:** This agreement shall be legally binding upon me the ridge, and the parents/legal guardian of a minor, my heirs, estate, assigns, including all minor children, and personal representative; and it shall be interpreted according to the laws of the State of Maryland and the county of Howard. Any disputes shall be litigated in, and venue shall be Howard County. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term “**horse**” herein shall refer to all equine species. The term “**horseback riding**” herein shall refer to riding or otherwise handling of horses and ponies, 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**” and “**MY**” shall herein refer to the above rider and the parents or legal guardians of a minor.
2. **Activity Risk Classification:** I UNDERSTAND THAT: Horseback riding is classified as a **rugged adventure recreational sport activity** and that there are numerous obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electric Injury Surveillance Systems of the United States Consumer Products) horse activities rank 64 among the activities of people relative to injuries that result in a stat at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects that injuries in other activities.
3. **Nature of Horses:** I UNDERSTAND THAT: No riding horse is a completely safe horse. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a rider falls from a horse to the ground, it will generally be a distance of 3 ½ to 5 feet, and the impact may result in injury due to the survival instincts which may include, but are not limited to: stopping short, changing the directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger.

The property owner will take all reasonable care to ensure the HORSE remains free of injury while on the premises. However, the FARM, its staff, and property owner are not liable for injuries to the HORSE, BOARDER, or horse owner while said HORSE, BOARDER, and horse owner are on the premises of the property owner. The BOARDER must take all reasonable care when on the premises of the property owner.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize that inherent risks involved in riding and working with horse, including but not limited to:

* Bites, kicks, abrasions or contusions from horses.
* Being thrown or bucked off by horses.
* Scratches or other injury from stalls or enclosures.
* Scratches or other injury from grooming tools and other equine equipment and tack.
* Allergic reactions to animals, hay, or other allergens.
* Tripping in holes or on materials or equipment.
* Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

The property owner will take all reasonable care to ensure the HORSE remains free of injury while on the premises. However, the FARM, its staff, and property owner are not liable for injuries to the HORSE, BOARDER, or horse owner while said HORSE, BOARDER, and horse owner are on the premises of the property owner. The BOARDER must take all reasonable care when on the premises of the property owner, including the wearing of an SEI ASTM approved safety helmet when riding said HORSE.

 (Initial) \_\_\_\_\_\_\_\_\_\_\_

1. **Rider Responsibility:** I UNDERSTAND THAT: 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. I agree that the rider shall be responsible for his/her own safety, including that of an unborn child; if the rider is pregnant Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC recommends that pregnant woman should not ride horses.
2. **Conditions of Nature and Inspection of Premises:** I UNDERSTAND THAT: Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC is not responsible for total, 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, wild or domestic animals, insects, and reptiles which may run, walk, fly near, or bite/sting a horse or person; and irregular footing of indoor and outdoor groomed arenas/rings or wild land which is subject to constant change in condition according to weather, temperature, and natural man-made changes in landscape. The rider and/or parent/legal guardian has inspected the facilities at Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC and are satisfied that all premise conditions are reasonably safe for the rider’s intended purpose and usage.
3. **Accident/Medical Insurance:** I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.
4. **Protective Headgear Warning:** I AGREE THAT: I shall wear protective headgear (equestrian ASTM/SEI approved riding helmet) mounted on the animals. I understand 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 all other occurrences, but cannot guarantee my safety or that of my child. Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC does not provide helmets. You are strongly recommended to research the various types of helmets in order to insure that they meet the current safety standards, and are fitted correctly before you make a purchase.
5. **Liability Release:** I AGREE THAT: In consideration of Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent/legal guardian of a minor, do agree to hold harmless and release Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC, its owners, agents, employees, officers, members, students, premise owners, trainers, affiliated organizations and insurers from legal liability due to ordinary negligence. I do further agree that except in the event of gross and willful negligence, I shall bring no claims, demands, actions, and causes of actions, and/or litigation, against Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death or property damage sustained by me and/or my minor child or legal ward in relation to the premises and operations to the include while riding, handling, or otherwise being near horses owned by or in the care of Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC.
6. **Waiver by Jury Trial:** I AGREE THAT: I do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Release Agreement.

I hereby specifically forever waive and release Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC and its principals and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses as well as from the active negligence of Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC, its principals and agents.

 (Initial) \_\_\_\_\_\_\_\_\_\_\_\_

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC, there will not be a nurse on the premises and Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC and its principals and agents bear no responsibility for my health or medical care.

By signing this agreement, and by initialing the paragraph below, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC, without restriction, without liability to Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC, and its principals or agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

 (Initial) \_\_\_\_\_\_\_\_\_\_\_\_\_\_

If I am present at and participate in the activities of Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC I do so at my own risk, and I hereby acknowledge and agree that Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC and/or any of its principals and agents shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at Argeroplos Estates, LLC and/or Sunset Hill Farm, LLC.

**All riders and parents/legal guardians must sign below after reading this entire document.**

**Signer statement of awareness:** I/We, the undersigned, have read and do understand the foregoing agreement, warnings release and assumption of risk, I/We further attest that all facts relating to the rider’s physical condition, experience, and age are true and accurate.

Signature of Rider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Rider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Printed Name of Parent/Legal Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If rider under 18 years of age)