

BITTERSWEET FIELD
AGREEMENT FOR RELEASE, WAIVER OF LIABILITY
AND INDEMNIFICATION COMMITMENT
[TO BE READ CAREFULLY PRIOR TO SIGNATURE]

The undersigned, in consideration for the right to participate in Horseback Riding Activities at Bittersweet Field, located in the general vicinity of 14401B Partnership Road, Poolesville, MD 20837 (“Bittersweet”) does hereby provide this Agreement for Release, Waiver of Liability and Indemnification Commitment (“Agreement”), and represent(s) and agree(s) as follows:

1. I have inspected those facilities at Bittersweet property that I desire to utilize, including the parking areas, dressage ring, the stadium jumping area, and the cross-country course (collectively, the “Bittersweet Property”) and am thoroughly familiar with the conditions and potential hazards of all of these facilities. I have inspected each jump that I will school and am familiar with its design and status, and with the footing and other physical conditions around and near each such jump. I have assessed the presence of medical personnel, or lack thereof, present at Bittersweet, deem that level to be acceptable, and understand that I shall be responsible for my own medical care, assistance and expenses.
2. I, on behalf of myself, my heirs, guardians and legal representatives, fully understand that horse riding activities are by their nature very dangerous activities. Horseback riding is classified as a rugged adventure recreational sport activity and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. The term “Horseback Riding Activities” as used herein includes all riding and handling of horses, ponies, mules, or donkeys, whether mounted or on the ground, including but not limited to taking lessons, or participating in competition, as well as all other activities associated the riding, handling and competing of horses.
3. I understand that in any Horseback Riding Activity I and/or my horse may be injured as a result of my negligence, the negligence of others, or due to fault of no one, and that horses, even when well trained, can be unpredictable and difficult to control. I accept and assume all risks of injury (even death) to me and my property.
4. I understand that, upon mounting a horse, the rider is in primary control of the horse. I agree that I shall be responsible for the safety, of myself, my horse and other persons and their property, and I will take all reasonable precautions to protect against injury when participating in any Horseback Riding Activities.
5. I am familiar with Section 5-1104 of the Maryland Recreational Use Statute Code and understand that it exempts from any and all liability any landowner who makes his property available for riding without charge, as the owners of Bittersweet have done for ~~the undersigned member of the~~ Seneca Valley Pony Club, and I understand that the owners may retract such permission to ride, at any time, at their sole discretion.
6. I agree to wear ASTM-approved protective headgear and a Seneca Valley Pony Club issued Pinney when riding at Bittersweet. I also agree to wear an USEA **or** USPC medical armband. Moreover, when riding or schooling cross-county at Bittersweet, I shall (a) wear an approved protective vest and (b) be accompanied by a responsible adult (over 21 years of age) ground person or other adult rider(s) who shall observe and

monitor my riding at all times. I agree to comply with all applicable rules for use of Bittersweet.

7. By my signature below, I, on behalf of myself, my heirs, guardians and legal representative, release, exculpate and agree to indemnify and defend all owners of Bittersweet, be they direct or indirect; all family members of Bittersweet owners, (collectively, "Bittersweet Owners"); and all heirs, devisees and other beneficiaries of all Bittersweet Owners; and the United States Pony Club, a corporation, the Seneca Valley Pony Club, and all of their officers, members, member families, employees, heirs and assigns, **Bascule Farm, LLC, and Bascule Pony Club Riding Center** (collectively, the "Releasees") against any claim of loss, injury, damage or other harm, of any nature, to the fullest extent permissible by applicable law, to myself, my horse or to third parties as a result of my Horseback Riding Activities.
8. Neither I nor anyone on behalf of myself, my heirs, guardians or legal representative, shall bring any claim, demand, action or litigation, of any nature, against any ~~Bittersweet Owner~~ **Releasee** for any economic or non-economic loss due to bodily injury, death, property damage or any other damage sustained by me and/or my minor child associated with any Horseback Riding Activities at Bittersweet. Should anyone make any claim because of any injury to me (including death), I (or my representatives) will indemnify those who are released by this Agreement, and I agree to pay reasonable attorneys' fees, in addition to other damages, should I breach any part of this Agreement.
9. This Agreement shall be legally binding upon each of the signatories below, my heirs, guardians and legal representative and any third parties who may otherwise have claims due to their contractual or other relationship with any signatory. It shall be interpreted according to the laws of the state of Maryland. Any disputes regarding this Agreement shall be resolved in a court in Montgomery County, Maryland.
10. **ACKNOWLEDGEMENT OF UNDERSTANDING. I UNDERSTAND THIS IS A LEGAL DOCUMENT AND THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY. I UNDERSTAND I HAVE THE CHOICE NOT TO SIGN THIS AGREEMENT, AND THEREFORE NOT TO UTILIZE BITTERSWEET. I HAVE READ THIS TWO-PAGE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE ANY OF THE RELEASEES. 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 THE OWNERS OF BITTERSWEET OR THE SVPC, RELEASEES TO THE GREATEST EXTENT ALLOWED BY THE LAWS OF MARYLAND.**

Rider (Name Printed): _____

Rider's Signature: _____

Parent/Guardian (Name Printed - for Minor Rider): _____

Signature of Parent or Guardian: _____

Date: _____