



WITNESS THIS AGREEMENT this ____ day of ____, 2019 by and between Verago Equestrian and Allison Schultz, hereinafter referred to as “Owner” and (print name): _____, hereinafter referred to as “Rider.” For consideration received, and in return for the use today and on all future dates of the property, facilities and services of Owner, Rider, Rider’s heirs, assigns, and representatives, hereby agree as follows:

Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines’ reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant’s ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Owner’s rules and regulations, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider’s abilities has been made to Owner.

To help protect against or reduce the effects of injuries, Owner requires that an ASTM/ SEI certified safety helmet must be worn at all times while mounted. Rider agrees that **failure to wear an ASTM/SEI certified safety helmet at any time while mounted shall be deemed contributory negligence** for purposes of Maryland law.

Rider expressly releases Owner from any and all claims for personal injury or property damage, even if caused by negligence of its representatives, agents or employees.

WARNING

You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.

Rider agrees to hold harmless, indemnify and defend Owner against and hold harmless from any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Owner and the facilities located thereon.

In the event Rider is using Rider's own horse, or a horse(s) not owned by Owner, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Owner reserves the right to refuse access or use of any horse upon the premises that does not appear to Owner to be in good health, or is deemed dangerous or undesirable.

Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. .

Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

By signing below, Rider warrants that (s)he has read and understands this, in its entirety and agrees to be bound by all the terms herein.

Participant's Signature: _____

Participants Printed Name: _____

Participant's Parent Signature if under 18: _____

Name of Parent: _____