

WAIVER AND RELEASE OF LIABILITY – EQUINE ACTIVITIES

TO BE SIGNED BY ALL RIDERS/DRIVERS BEFORE USE ON PREMISES

I, the undersigned Participant, HEREBY ACKNOWLEDGE that participating in equine activities or visiting facilities at the premises located at 1303 Old Telegraph Road, Warwick, MD, 21912 (“Premises”), which Premises is owned by Unicorn Farm, LLC (“Owner”) can be dangerous. I acknowledge the inherent risks involved in riding and working around horses, which risks include bodily injury from using, riding or being in close proximity to horses, among other risks, and I further acknowledge that both horse and rider can be injured in normal use or in competition and schooling. **I fully understand that riding horses and participating in other equine activities involves certain intrinsic dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant’s ability. I wish to participate in these equine activities knowing that they are DANGEROUS, and I hereby agree to accept and assume all risks of injury (including death) to me or my property resulting from my participation in such activities.**

In consideration for being permitted to participate in said equine activities, **I knowingly waive all of my rights to sue, and unconditionally remise, release, acquit and forever discharge, Owner, its principals, officers, directors, members, shareholders, employees, agents, affiliates, or guests, or any landowners, landholders or other persons making property available for Owner, its agents and employees (collectively, the “Fully Released Parties”). From and against any and all liabilities, claims, actions, causes of actions, or obligations arising from or related to any injury (including death) to me, or to any injury, loss, or damage to me or any of my property resulting from any of the intrinsic dangers of equine activities or in any way arising out of my participation in such equine activities or related activities, WHETHER OR NOT SUCH INJURY, DEATH, LOSS, OR DAMAGE IS THE RESULT OF THE NEGLIGENCE OF ANY PARTY. I FURTHER AGREE TO HOLD HARMLESS AND INDEMNIFY THE FULLY RELEASED PARTIES FROM ANY LOSS, LIABILITY, DAMAGE, COST, OR RESPONSIBILITY INCURRED BY THEM IN CONNECTION WITH ANY CLAIMS, DEMANDS, OR ACTIONS MADE OR BROUGHT BY ANY PARTY RELATING TO MY PARTICIPATION IN EQUINE ACTIVITIES.**

I ACKNOWLEDGE THAT ANY PARTICIPANT IN EQUINE ACTIVITIES IS REQUIRED TO WEAR AN ASTM/SEI CERTIFIED EQUESTRIAN HELMET WHILE MOUNTED.

I HAVE CAREFULLY READ THIS RELEASE, WAIVER OF RIGHTS TO SUE, ASSUMPTION OF RISKS, AND AGREEMENT TO HOLD HARMLESS AND INDEMNIFY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF ALL LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FULLY RELEASED PARTIES AND I SIGN IT OF MY OWN FREE WILL, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

By: _____ DATE: _____
Signature of participant/Parent or Guardianⁱ

PRINT NAME: _____ Telephone: _____

NAME OF MINOR: _____ Email: _____

ADDRESS: _____

ⁱ Parent or guardian signature is required for all participants under the age of 18.