



HORSE BACK RIDING AGREEMENT AND LIABILITY RELEASE FORM

Please read carefully before signing

Serious injury may result from your participation in this activity

This facility and or any employee and or company/association with it does not guarantee your safety or that of any horse.

In consideration for participating in horse related activities or instruction connected with ROSARY STABLES, the undersigned hereby agrees as follows:

REGISTRATION OF RIDER AND PURPOSE OF AGREEMENT : I, the following listed individual hereby known as the "RIDER" and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in horse riding or horse riding instruction on and about Rosary Stables, and that the rider will ride a horse provided to him or her by Rosary Stables or by their ownership or acquired means, today and all the futures dates.

_____ (RIDER) _____ (DOB if under 21)

SCOPE OF AGREEMENT AND DEFINITIONS: this agreement shall be legally binding upon, ME, the RIDER and the parents or guardian thereof if a minor, my heirs, estate, assigns, including all minor children, and parental representatives. This agreement shall be interpreted according to the laws of the state of Maryland. Any disputes by the rider shall be subject to a paragraph below and litigated in the county in which Rosary Stables is physically located. If any phrase, clause or word is in conflict with the laws of the State of Maryland then that part is null and void. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding instruction in, or otherwise handling of or being near horses or ponies whether from the ground or mounted. The term "RIDER" shall refer to a person who rides a horse or otherwise handles or comes near a horse from the ground. The term "I, ME, and MY" shall herein refer to the above RIDER and the parents or legal guardians thereof if a minor.

INHERENT RISK OF ACTIVITY: I understand that horseback riding is a RUGGED RECREATIONAL ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly and that least, can require more hospital days and result in more lasting residual effects then injuries from most other activities. Further, this inherent risk is not totally mitigated by either (1)the presence of a guide or (2)by the use of a horse that has been used for or is considered usable by beginners. Horse accidents are common, and in fact, are virtually guaranteed to occur given enough time around horses. Horse accident are even more common with beginners although expert riders are still subject to considerable danger from participation in this activity.

NATURE OF RIDING HORSES: I understand that no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 percent 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 a distance of 3 to 7 feet, and impact may result in injury or even death of the rider. Horseback riding is the only sport where one much smaller, weaker animal (human) tries to impose its will on,

and become one unit of movement with, another much larger, stronger animal with a mind of its own (horse) and each has a limited understanding of each other. If a horse is frightened or irritated it may divert from any training it has received and act according to its natural instincts which may include but are not limited to stopping short, changing its direction or speed at will. Shifting its weight, bucking, rearing, kicking, biting, running under obstacles intended to knock the rider off or from danger.

RIDER RESPONSIBILITY: I understand that, notwithstanding the presence or participation of a guide or instructor, upon mounting and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his or her ability to carry out simple instructions and his or her ability to remain balanced aboard a moving animal (which is not easy for beginners). The rider shall be responsible for his or her own safety. ROSARY STABLES does not permit pregnant women to ride.

CONDITION OF NATURE : ROSARY STABLES is not responsible for total or partial acts, occurrences or elements of nature that can scare a horse, cause it to fall or otherwise react in some unsafe manner. SOME EXAMPLES are thunder, lightning, rain, umbrellas, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, bite or sting horse or person, further ROSARY STABLES is not responsible for irregular or obstructed footing on groomed or wild land which is subject to constant change in condition according to use, weather, temperature, maintenance (for lack thereof) and natural and manmade changes in land in landscape.

ACCIDENT/MEDICAL INSURANCE: Should emergency medical or other treatment be required, I understand that I, and/or my own accident/medical insurance company shall pay for all incurred expenses. I shall also pay any medical insurance deductibles.

PROTECTIVE HEADGEAR WARNING: I agree that for myself and on behalf of my child and/or legal ward, that I have been fully warned and advised by ROSARY STABLES that protective headgear, meeting or exceeding the quality standards of the SEI CERTIFIED ASTM STANDARD should be purchased and worn while riding and being near horses, and that I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I understand that I must provide my own, well fitting, certified riding helmet, and that ROSARY STABLES requires that such helmet must be worn at all time while mounted on a horse.

LIABILITY RELEASE : I agree that in consideration of ROSARY STABLES allowing my participation in this activity under the terms set forth herein, I the RIDER, for myself and on behalf of my child or legal ward or other parent, heir, administrators or personal representatives or assigns, do agree to hold harmless, release, discharge, ROSARY STABLES, its owner, agents, independent contractors, employees, officers, directors, representatives, assigns, members, owner of premises and trails (whether or not such trails are owned by ROSARY STABLES and the afore mentioned) affiliated organizations and insurers and others acting on its behalf of and from claims, demands, causes of actions and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to ROSARY STABLES ordinary negligence : and I do further agree to accept that except in the event ROSARY STABLES' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and cause of action against ROSARY STABLES as stated in the above clause for any causes of economic or non-economic losses due to bodily injury, death, property damage, sustained by me and my minor child or legal ward in relation to the premises and operations of ROSARY STABLES to while riding, handling, or otherwise near horses owned by or in the care custody of ROSARY STABLES.

ATTORNEY FEES: The safest course of action is not to ride or be around horses. Knowing this, anyone who nevertheless engages in and is hurt in this activity also agrees to indemnify ROSARY STABLES for all reasonable attorney's fees and related cost incurred and defending herself against any compensatory actions or threatened by rider, the parents or guardians thereof, of his or her heirs, estate, assigns, including all minor children, and their parental representatives.

Acknowledgement of Understanding : I understand this is a legal document and that I am signing this agreement freely and voluntary. I understand I have the choice not to participate as a rider, handler, participant, or spectator in any clinic, training, or special event provided by or at the facilities of Rosary Stables and therefore, not sign this agreement. I have read this 3 page Participation agreement and fully understand its terms, particularly the assumption of risk. I understand that I am giving up substantial rights, including my right to sue Rosary Stables and the owners, clinicians, instructors, managers, employees, volunteers, members, and agents for injuries or death resulting from the inherent risks of equine activities or the active or passive negligence of Rosary Stables. 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 Rosary Stables, to the greatest extent allowed by the laws of Maryland.

Date

Signature (must be at least 18yo to sign)

If participant is minor, print name of minor here

Printed Name of Signatory

Date of Birth of Minor Participant

Address

Name of emergency contact person

City, State, Zip Code

Tel of Emergency contact person

Telephone

If participant is a minor (less than 18yo), the parental or guardians signature indicates full understanding of the above terms and, as may be permitted by law, is waiving both the rights of the minor participant and the rights of the parent/guardian pursuant to this Agreement.