

OAK SPRING EQUESTRIAN, LLC

PARTICIPANT AGREEMENT: Assumption of Risk Agreement

Contributory Negligence: For the privilege of boarding my equine (horse or pony), leasing an equine, or participating in equine activities at and with Oak Spring Equestrian, LLC and being in and around equines today and future dates, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, understand the negligence standard for the State of Maryland is ***Contributory Negligence***. Contributory Negligence states if a Plaintiff's (myself) own actions contribute significantly enough in causing the injury, then the Plaintiff is barred (denied) from recovering damages against the Defendant (Oak Spring Equestrian, LLC).

Assumption of Inherent Risks: I understand and assume the inherent risks involved in equine activities and management, which risks include, but are not limited to, bodily injury, physical harm and even death to equines or persons being in close proximity to these animals which may occur in normal use. I acknowledge that the behavior of any equine is premised on the equine's innate behavior as a prey animal. Further, I understand that "**inherent risks of equine activities and management**" shall mean those dangers, conditions, or events which are an integral part of equine activities and management, including, but not limited to:

- the propensity of any equine to behave in ways that may result in injury, harm, or death to persons near or around them and/or damage to property in their vicinity;
- the unpredictability of an equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- the potential of any equine to react in a "flight or fight" manner such as to bite, kick, push, startle, abruptly stop, bolt, rear, buck, turn quickly, stumble or trip, fall or lose its balance, or any other action common to an animal reacting to perceived danger;
- the potential of the equine to act or react in a manner that may contribute to the injury of a person, another animal, or itself;
- the potential to come into contact with certain hazards such as surface and subsurface objects (seen and unseen);
- the potential of collisions with other equines, animals, people and objects (fixed or otherwise);
- the potential of a person in close contact to the equine to act in a negligent manner that may contribute to the injury of self, to others, or to the equine; and
- limited availability of emergency medical care for persons or animals.

Acknowledgements, Assertions, and Agreements: I acknowledge that equine activities are consider a high-risk activity and I am freely and voluntarily accepting such risks.

I warrant that a full and fair disclosure of my equestrian experience, handling and management, and riding abilities have been made to Oak Spring Equestrian. Specifically,

Health Status – I assert that I:

- Do not have any undisclosed chronic physical or mental conditions that would contraindicate participation as a spectator, handler, or rider in equine activities; or
- Have fully disclosed to Oak Spring management any chronic conditions that could impair my ability to participate as a rider, handler, or spectator and have provided a doctor's release permitting my participation (if applicable); and
- Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

Emergency Care – I authorize or agree that Oak Spring Equestrian:

- May administer or cause to administer emergency first aid, CPR, and use an AED defibrillator (if available);
- May secure emergency medical care or transportation (i.e., EMS);
- May share my medical history with emergency medical personnel (if made known to management); and
- Further, I shall assume all costs of emergency medical care and transportation provided on my behalf or that of my minor child.

Rules & Safety Equipment – I agree:

- To abide by the rules and regulations established at the facility;
- To wear an ASTM/SEI approved riding helmet at all times while mounted on the horse or pony;

- To wear appropriate footwear at all times while on the premises;
- That Oak Spring Equestrian is conducting all activities in good faith and may find it necessary to terminate my participation if it is determined that I am uncooperative or incapable of safely meeting the rigors of the activity; and
- I accept management's right to take such actions for the safety of myself, other participants, and/or the equines.

Choice of Law; Venue; Mediation; and Severability Clauses: This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. Any action brought under this Agreement shall be brought within one (1) year of the incident or dispute giving rise to said claim.

I further agree that *prior to initiating litigation*, such incident or dispute shall first be mediated by a trained Mediator knowledgeable in equines and equine activities and/or animal husbandry management from a list acceptable to Oak Spring Equestrian. Costs of mediation shall be shared equally by the parties. In the event of litigation, the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees, court costs, and reimbursement of mediation fees. I agree to personal jurisdiction by the Maryland courts and that all mediation and legal actions shall be conducted in Howard County, Maryland.

I also expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Acknowledgement of Understanding: I have read this 2-page Participant Agreement and fully understand my responsibilities and risks in participating in equine activities and management. I understand that I am responsible for my own actions as defined by the Contributory Standard of Maryland while boarding my equine or participating in activities at Oak Spring Equestrian, LLC and while being on the premises. I understand injuries or death may result from the inherent risks of equine activities and management to myself, to other persons, or my equine or other animals. I understand and acknowledge my decision to disregard any of the directives in this Agreement at any time during my participation is a deliberate act on my part which may result in my injury or death or an injury or death to another.

Date

Signature (must be at least 18yrs of age to sign)

If participant is a minor, print name here

Printed Name of Signatory

Date of Birth of Minor Participant

Address

Name of Emergency Contact Person

City, State, Zip Code

Telephone of Emergency Contact Person

Telephone

OFFICE USE:

Received by: _____ Agent (Print Name)

Oak Spring Equestrian, LLC, 15195 Bushy Park Road, Woodbine, Maryland 21797 ~ 443-745-5067

Facility Use

Boarder

Recreational Ride

Clinic Participant

Show Participant

Spectator / Auditor

