

**WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**  
**(Skye Trace Equine Conservancy, LLC)**

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**Please read carefully before signing. Serious injury may result from your participation in this activity. Skye Trace Equine Conservancy, LLC, its agents, employees, members, managers, directors, and successors and assigns do not guarantee your safety or that of your horse.**

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1. Voluntary Agreement. The undersigned (and my parents or legal guardian, if I am a minor) (“**Participant**”) hereby voluntarily request and agree to participate in horse riding and related activities on the premises known as “Skye Trace Equine Conservancy” located at 15112 River Road, Potomac, Maryland 20854 (“**Premises**”). As a condition of participating in horse riding and related activities on the Premises, Participant agrees to the following terms and conditions set forth in this Waiver of Liability and Assumption of Risk Agreement (“**Agreement**”).

2. Assumption of Inherent Risks. Participant understands and assumes the inherent risks involved in equine activities, which risks include, but are not limited to, bodily injury, physical harm, and even death to horses, riders, participants, spectators, and others from using, Riding or being in close proximity to horses. Riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such an activity despite all the safety precautions, including but not limited to: (a) the unpredictability of an equine’s reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals, which reactions can result in collisions with other equines, animals, people, and objects; (b) the existence of certain hazards such as surface and subsurface conditions; and (c) the negligent acts of other participants which contribute to the injury of the Participant, his/her equine, and others, such as the failure to maintain control over an equine or taking actions which cause an equine to react negatively.

3. Participant Responsibility. Participant is responsible for his/her own safety. Whether mounted or on the ground, Participant is in primary control of his/her equine. Participant acknowledges that the behavior of any animal is contingent to some extent upon the ability of the handler or rider.

4. Inspection of Premises. Participant has inspected the Premises, facilities and trails and is satisfied that conditions are reasonably safe for Participant’s intended purpose and usage of the Premises.

5. Conditions of Nature – Skye Trace Equine Conservancy, LLC (“**Operator**”) is not responsible for any acts, occurrences, or elements of nature that can cause an equine to react in an unsafe way, trip or fall. it to fall, or react in some other unsafe way, including but not limited to weather events such as rain, wind, and lightning; wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather.

6. Safety Equipment. At all times while on the Premises, Participant agrees to (a) wear an SEI/ASTM approved riding helmet while mounted on an equine, (b) to wear appropriate attire and footwear, and (c) to wear and utilize any additional safety equipment for Participant's particular equine activity.

7. Communicable Diseases. Participant understands and acknowledges that (a) participation includes possible exposure to and illness from infectious human diseases including but not limited to MRSA, influenza, and COVID-19 and infectious equine diseases including but not limited to equine herpes virus (EHV), rhinopneumonitis, and equine influenza and (b) possible exposure may result in serious illness and death. Participant agrees to take all customary and prudent precautions for protection against infectious diseases and assumes responsibility for any exposure to infectious diseases, even if such exposure arises from the negligence of Operator or its agents, employees, members, managers, directors, and successors and assigns or any other Participant.

8. Medical Insurance and Personal Liability Insurance. Participant understands and acknowledges that there is no medical care on the Premises. Participant authorizes Operator and its employees or agents to administer emergency first aid and/or arrange for medical transportation if necessary. Participant agrees the s/he and/or his/her own medical insurance shall pay for all medical treatment, including but not limited to transportation costs, required by Participant. Participant further agrees that s/he and/or his/her own personal liability insurance shall pay for any injuries or damages caused by him/her and/or his/her equine to other persons, equines, and/or property.

9. Waiver of Liability. In consideration of Operator allowing my participation in activities on the Premises, Participant (and the parent or guardian thereof if a minor), on behalf of him/herself, his/her family members, heirs, personal representatives, or assigns, agrees to release, waive, and forever discharge Operator and its agents, employees, members, managers, directors, and successors and assigns (collectively, "**Released Parties**") from any liability or responsibility for accident, damage, injury, or illness to Participant or any equine owned or used by me, or to any family member or spectator accompanying me while on the Premises resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of the Released Parties AND that only except in the event of wanton and willful and/or reckless misconduct and/or gross negligence by Operator, Participant agrees not to bring any claims, demands, actions and causes of action, and/or litigation, against the Released Parties and its insurer for any economic and/or non-economic losses due to bodily injury, illness, death, and/or property damage sustained by Participant on or in relation to the Premises and the operations of the Premises, whether or not while riding, handling, or otherwise being near equines.

10. Indemnification. Participant also agrees to hold harmless, defend, and indemnify the Released Parties (including, but not limited to, costs associated with defending a suit, judgment, courts costs, investigation costs, and reasonable attorney fees) from any and all claims arising from Participant's injury or loss due to Participant's participation in activities on the Premises. Participant further agree to hold harmless, defend, and indemnify the Released Parties

11. Miscellaneous. This Agreement shall be governed by the laws of the State of Maryland. Any action to enforce this Agreement shall be brought in the state or federal courts in Montgomery County, Maryland. Participant acknowledges 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, Participant agrees that the balance shall, notwithstanding, continue in full force and effect.

**THE UNDERSIGNED HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT, WARNINGS, RELEASE, INDEMNIFICATION AND ASSUMPTION OF RISK.**

*\*Parent or Legal Guardian must sign for Participant 17 & under.*

Emergency Contact Name and Telephone Number: