

## Morningside Stables at Andover and Andy Smith Equestrian Center

433 ANDOVER ROAD, LINTHICUM, MARYLAND, 21090, 584 Broadneck Road, Annapolis, 21409

### RELEASE OF LIABILITY AGREEMENT

This RELEASE OF LIABILITY is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Morningside Stables, LLC and  
(Participant name)

Hereinafter designated as PARTICIPANT, and, if Participant is a minor, Participant's parent or legal guardian,  
(Parent or Guardian name)

In consideration for the use of Morningside Stables horse(s), property, facilities, equipment and/or services, including but not limited to boarding, riding lessons, therapeutic riding lessons, Hippotherapy, summer camps and horse shows, at the Andover Equestrian Center in Linthicum, MD and the Andy Smith Equestrian Center in Annapolis, MD, the Participant, his heirs, successors, assigns and legal representatives, hereby expressly agree to the following:

1. The Participant has inspected the property and facilities at the Andover Equestrian Center in Linthicum, Maryland, and the Andy Smith Equestrian Center in Annapolis, MD, which is leased and operated by Morningside Stables, and understands that the property and facilities shall be open to Participant's continued inspection for the period of this release of liability.
2. Participant shall carry full and complete insurance coverage on his/her own horse, personal property and him/herself.
3. PARTICIPANT ASSUMES ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF/OR PRESENCE UPON MORNINGSIDE STABLES OR MORNINGSIDE STABLES MANAGED HORSE(S), PROPERTY, FACILITIES AND/OR SERVICES AT THE ANDOVER EQUESTRIAN CENTER OR ANDY SMITH EQUESTRIAN CENTER, including without limitation, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence or deliberate act of any person. Participant fully understands that the activity of mounting, riding, boarding, feeding, or even being near a horse, involves numerous dangers and risks of injury to the Participant and others, and fully assumes such risks.
4. Participant shall hold Morningside Stables and all of Morningside Stables officers, directors, assigns, franchisees, affiliates, employees, subcontractors and agents, and Anne Arundel County, its agents, servants and employees, completely harmless and not liable, and release them from any and all liability whatsoever, and AGREES NOT TO PURSUE LEGAL RECOURSE against them on account of or in connection with any claim of action, injuries, damages (including incidental or consequential damages), costs or expenses arising out of Participant's use or presence upon Morningside Stables or Morningside stables managed horse(s), property, facilities, equipment and/or services at the Andover Equestrian Center or Andy Smith Equestrian Center, including, without limitation, those based upon death, bodily injury and/or property damage.
5. Participant agrees to waive the protection afforded by any statute or law in any 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 the release.

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- 6. Participant shall indemnify and defend Morningside Stables and its officers, directors, assigns, franchisees, affiliates, employees, subcontractors and agents, and Anne Arundel County, its agents, servants and employees, against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney’s fees, which in anyway arise from Participant’s use or presence upon the Morningside Stables or Morningside Stables managed horse(s), property, facilities, equipment and services, and the Andover Equestrian Center or Andy Smith Equestrian Center.
- 7. Participant shall abide by all of Morningside Stables rules and regulations, including, but not limited to: a) Participant will wear safe riding attire, including long pants, riding boots or shoes with a heel and sole that does not contain a deep tread, and an equestrian helmet that meets or exceeds ASTM/SEI certified safety standards; b) riding in a safe manner appropriate for horse and rider’s abilities, and weather, terrain, visibility and ground conditions; c) not riding through occupied pastures, landscaped areas, lawns and/or planted fields; and e) not riding near house, barns, vehicles, farm equipment, traffic, pedestrians and/or farming activities.
- 8. If Participant is using his or her own horse, the horse shall be free from infection, contagious and/or transmissible diseases. Morningside Stables reserves the right to refuse horse if not in proper condition and/or deemed dangerous or undesirable.
- 9. Morningside Stables reserves the right to restrict or terminate, without advance notice, Participant’s use of and/or access to all or portions of the Andover Equestrian Center or Andy Smith Equestrian Center, while leased and operated by Morningside Stables.
- 10. This contract is non-assignable and non-transferable, and is made and entered into the State of Maryland, and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with State Law, then that clause shall be modified to the minimum extent necessary to render it not in conflict with State Law, and in its modified form, shall be enforceable and enforced. When Morningside Stables and Participant and/or his parent or legal guardian (if Participant is a minor) sign this contract, it will be binding on both parties, subject to the above terms and conditions.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF Anne Arundel County and the State of Maryland.

**AGREED:**

**MORNINGSIDE STABLES, LLC**

**PARTICIPANT, PARENT or GUARDIAN**

*Stephanie Brigham* \_\_\_\_\_

NAME

NAME PRINTED

Director \_\_\_\_\_

TITLE

NAME SIGNED

DATE

DATE