



Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Check all that apply:

- Clinic Participant
- Competition Participant
- Schooling Participant
- Spectator or Auditor
- Volunteer
- Camp Participant
- Student
- Boarder

Name of Clinic, Seminar, Camp, Program, etc. _____

Assumption of Inherent Risks: I understand and assume 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, and spectators from using, riding or being in close proximity to horses may occur in normal use. I acknowledge that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. Further, I understand that “inherent risks of equine activities” shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:

- the propensity of any equine to behave in ways that may result in injury, harm, or death to persons on 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;
- certain hazards such as surface and subsurface objects;
- collisions with other equines, animals, people and objects (fixed or otherwise);
- limited availability of emergency medical care; and
- the potential of a participant or spectator to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his/her ability.

I understand that because Olney Farm is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. I understand and assume the inherent risks involved in visiting locations used by other individuals during a pandemic, including but not limited to contracting an illness, injury, and death.



Moreover, I understand that Olney Farm is a working farm, with large machinery in operation; animals including dogs, cats, horses, and sheep; power tools; poison ivy; and other hazards that come with farm life. I understand that I must remain with an Olney Farm representative for my entire visit, that I am prohibited from wandering around the farm unaccompanied, and that all structures other than the horse stables are strictly off-limits to me. I am aware of and assume the inherent risks associated with visiting a working farm.

Waiver of Liability: For the privilege of riding, handling, auditing, observing, and/or working around equines at Olney Farm (“Olney Farm” or the “Farm”) today and on all future dates, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge Olney Farm, its owners, employees, volunteers, students, agents, and trustees (collectively, the “Released Parties”) from any liability or responsibility for accident, damage, injury, or illness (including bacteria or viruses, known or unknown at the time of this signing) to myself or any horse owned or leased by me, or to any family member or spectator accompanying me while on the premises of Olney Farm resulting from the inherent risks discussed above or from the ordinary negligence (active or passive) of the Released Parties. AND that except in the event of gross and willful negligence on the part of the Released Parties, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against the Released Parties for any economic and noneconomic losses due to bodily injury, illnesses (including viral or bacterial), death, and/or property damage sustained by me in relation to the premises and operations of Olney Farm, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of the Released Parties.

Indemnification: I agree 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 of mine, my family members, or others arising from my injury, illness (including viral or bacterial), or loss due to my participation as a rider, handler, or spectator. I agree to indemnify Released Parties against injuries and damages sustained or suffered by any third party, whether caused by me directly or indirectly, and which includes reimbursement of Released Parties’ attorneys’ fees. I further agree to hold harmless, defend, and indemnify the Released Parties against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation as a rider, handler, or spectator.

Acknowledgements, Assertions, and Agreements: I warrant that a full and fair disclosure of my equestrian handling and riding abilities have been made to Olney Farm. Further:

- Health Status – *I assert that I:*
 - Have fully disclosed any chronic conditions that could impair my ability to participate in equine activities and have provided a doctor’s release permitting my participation (if applicable).
 - Do not have any undisclosed chronic physical or mental conditions that would contraindicate participation in equine activities.
 - Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.
 - Am not suffering from, or share a household with anyone suffering from, any symptoms associated with COVID-19, including but not limited to fever, dry cough, or shortness of breath.
 - Have not been diagnosed, or share a household with anyone who has been diagnosed, with COVID-19.
 - Agree to notify Olney Farm if I or anyone in my household shows symptoms of or is diagnosed with COVID-19, and to stay off the property completely until Olney Farm determines, in its sole discretion, that I may return.
- Emergency Care – *I authorize or agree that Olney Farm:*



- May administer emergency first aid, CPR, and use an AED when deemed necessary.
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary.
- May share my medical history (if known) with emergency medical personnel when deemed necessary.
- And I shall assume all costs of emergency medical care and transportation provided on my behalf.
- Rules & Safety Equipment – *I agree*:
 - To abide by the rules and regulations established by Olney Farm.
 - To wear an USEF/USPC ASTM/SEI certified riding helmet at all times while mounted on the horse, or warrant I understand the risk and danger of riding without a riding helmet and so choose not to wear a riding helmet.¹
 - To wear appropriate footwear at all times while on the premises of Olney Farm.
 - To inform Olney Farm immediately if I become aware of rider conduct or equipment condition that presents a danger to myself or to others.
 - That Olney Farm will conduct all activities in good faith and may find it necessary to terminate my participation if it is determined that I am incapable of safely meeting the rigors of the activity. I accept Olney Farm's right to take such actions for the safety of myself, other riders, and/or the horses.
 - That I will never school unaccompanied.
 - Children 18 and under who are boarders at Olney Farm may not jump a fence on the cross country course unless they a) are with an approved instructor, b) are then in competition on the farm, OR c) have previously jumped that fence successfully with an instructor.
 - Children 18 and under, not boarding at Olney Farm, must be accompanied by an instructor approved by Olney Farm when jumping any fence.
 - Safety vests are recommended.
 - Courses are closed 6 weeks prior to an event at Olney Farm.

Covenant not to Sue; Attorneys' Fees; Mediation; Venue; and Severability Clauses: I covenant not to sue any Released Party for any present or future claim arising directly or indirectly from my participation with equines at Olney Farm. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of the Released Parties.

I agree to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to, me.

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 litigation, such incident or dispute shall first be mediated by a trained Mediator knowledgeable in equines and equine activities from a list acceptable to the Released Parties (whichever party is in dispute). Costs of mediation shall be shared equally by the parties. In

¹ NOTE: The following must wear an approved helmet whenever mounted and **may not waive** the use of a riding helmet: All students, regardless of age, taking lessons or clinics; all riders under the age of 18; all guest riders, regardless of age; and anyone jumping a fence.



the event of litigation, all parties agree to waive trial by jury and agree that the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees.

I also expressly agree that this Participant 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 understand this is a legal document and that I am signing this agreement freely and voluntarily. I understand I have the choice not to participate as a rider, handler, judge, assistant, volunteer, or spectator in the activity or event held at the facilities of Olney Farm, and, therefore, not sign this Agreement. I have read this 3-page Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right and the right of my minor, spouse, heirs, agents, representatives, relatives, successors, and assigns, to sue the Released Parties for injuries, illness, or death resulting from the inherent risks of equine activities or the active or passive negligence of the Released Parties. 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 the Released Parties, to the greatest extent allowed by the laws of Maryland.

Facsimile and Emailed signatures shall be accepted as an original signature.

Signed _____ Date _____

(Parent or guardian if rider is under 18)

Print rider name -----

Phone _____

* If Participant is a minor (less than 18 years of age), the parental or guardian 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.

Print guardian name _____ Phone _____