

Last Name: \_\_\_\_\_

## *W*aredaca

### **PARTICIPANT AGREEMENT Effective 1 May 2020** **Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

FOR WAREDACAS USE:

Boarder       Camp     Cross County Schooling     Activity Participant       Spectator / Auditor  
 Expert Day Participant     Clinic Participant      Name of Clinic, Seminar, or Program

**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.

**Waiver of Liability:** For the privilege of riding and/or working around equines 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 Camp Waredaca, Inc. and Waredaca, LLC (property owner) (hereinafter collectively referred to as "Waredaca"), and its directors, members, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned by me or any horse not owned by Waredaca but used by me, or to any family member or spectator accompanying me while on the premises of Waredaca resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of Waredaca.

AND that except in the event of Waredaca's wanton and willful and/or reckless conduct and/or gross negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against Waredaca for any economic and/or non-economic losses due to bodily injury, death, and/or property damage sustained by me in relation to the premises and operations of Waredaca, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Waredaca,

**Indemnification:** I also agree to hold harmless, defend, and indemnify Waredaca (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 or loss due to my participation as a rider, handler, or spectator. I further agree to hold harmless, defend, and indemnify Waredaca 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 Waredaca, its directors, members, managers, employees, and agents. Further:

**Health Status** – I assert that I:

- Have fully disclosed to Waredaca 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).
- Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation in equine activities.
- Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

**Emergency Care** – I authorize or agree that Waredaca:

- May administer emergency first aid, CPR, and use an AED when deemed necessary by Waredaca.
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Waredaca.
- May share my medical history with emergency medical personnel.
- 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 Waredaca now and in the future.
- To wear an SEI/ASTM approved riding helmet at all times while mounted on the horse, and, if required, a safety vest.
- To wear appropriate attire and footwear at all times while on the premises of Waredaca.
- To wear and utilize any additional safety equipment for my particular equine activity.
- To inform Waredaca immediately if I become aware of rider conduct or equipment condition that presents a danger to my own person or others.

- That Waredaca 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 Waredaca's right to take such actions for the safety of myself, other riders, and/or the horses.

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

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 Waredaca (whichever party is in dispute). 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.

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 boarder or spectator at Waredaca, or as a rider, handler, participant, or spectator in the clinic, camp, lesson program, training, or special event provided by or at the facilities of Waredaca, and, therefore, not sign this agreement. I understand there is no public policy in Maryland prohibiting the use of this waiver and I may sign on behalf of my minor child or ward.

I have read this 2-page Participation Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue Waredaca, its clinicians, directors, members, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of equine activities or the active or passive negligence of Waredaca. 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 Waredaca, to the greatest extent allowed by the laws of Maryland.

\_\_\_\_\_  
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

\* 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.

**WAREDACA PARTICIPANT AGREEMENT  
ASSUMPTION OF RISK AND WAIVER/RELEASE OF LIABILITY FOR COMMUNICABLE  
DISEASES INCLUDING COVID-19**

**ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate on behalf of Camp Waredaca Inc, Waredaca LLC (property owner0 hereafter collectively referred to as 'Waredaca' –its program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Camp Waredaca Inc, Waredaca LLC (property owner0 hereafter collectively referred to as 'Waredaca' their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

PRINTED Name of participant: \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

PRINTED Email ADDRESS \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF COMPLETION OF THIS AGREEMENT)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

PRINT Name of parent/guardian: \_\_\_\_\_ Signature: \_\_\_\_\_