

Caroline V. Rider

**WAIVER, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT
READ CAREFULLY BEFORE SIGNING**

I agree to the following agreement with Caroline V. Rider (hereafter referred to as "Instructor") as a condition for her allowing me, and/or the persons identified below, to engage in any or all of these activities: attend and/or participate (directly or indirectly) in one or more lessons, clinics, or instructional activities with Instructor; be near horses, ponies, donkeys, or mules (regardless of who owns them); handle horses, ponies, donkeys, or mules; receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses, ponies, donkeys, or mules at any time and at any location from Instructor; ride horses, ponies, donkeys, or mules on or near the facilities of any location where a clinic or instructional activity with Instructor takes place; observe Instructor handling my own horse, pony, donkey, or mule; and/or use equipment (including, but not limited to, "Natural Horsemanship" halters, lead ropes, or others) on or near horses, ponies, donkeys, or mules before, during, or after the clinic, lesson, or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities.")

NAME OF CONTRACTING PARTY: _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESSES OF CONTRACTING PARTIES: _____

PHONE: [Home] _____ [Business] _____ [Cell/Other] _____

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

- 1. _____ AGE: _____
Child's Date of Birth: _____
- 2. _____ AGE: _____
Child's Date of Birth: _____

All parts of this agreement shall apply to me and to the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Waiver, Liability Release, and Assumption of Risk Agreement is intended to be valid and binding *at all times, now and in the future*, when Instructor permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. I have requested to engage in any or all of The Activities at any time and at any location.
- 2. *Risks/Assumption of Risk.* I understand that anyone riding, handling, or even near a horse, pony, donkey, or mule (these animals will hereafter be referred to as "equines" in this document) can suffer bodily and other injuries at any time and without warning. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.

Further, I understand that riding, handling, working with, being near an equine and/or receiving instruction or guidance on or around one or more equines can expose me to numerous hazards, which could include, *for example*: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of the property; and/or collisions with other equines, animals, or objects. **I understand these risks and dangers that are inherent in equine activities and I agree to assume each and every one of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am not relying on Instructor to list all possible equine-related risks for me in this document or at any time, now or in the future.**

- 3. **WAIVER AND LIABILITY RELEASE:** As consideration for Instructor allowing me to engage in any or all of The Activities, now or in the future, and with full knowledge and appreciation of the risks of equine activities, I freely and voluntarily agree to assume the risks involved in any aspect of the Activities. I agree to assume full responsibility for any and all bodily injuries, losses, or damages which I may sustain when engaging in the Activities at any time and at any location. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for myself and for my heirs, administrators, personal representatives and/or assigns, release and discharge Caroline V. Rider, Eric T. Rider, Rider's Crossing, Inc., Louis C. Vollandt, and their respective employees, agents, assistants, representatives, assigns, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur at any time – now or in the future – as a result of engaging in any or all of The Activities at any time and at any location (except if such injury or damage is directly caused by Instructor's intentional misconduct, reckless misconduct, wanton misconduct, and/or gross negligence).

WAIVER, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT (Continued)

It is my intention to release and hold harmless Caroline V. Rider, Eric T. Rider, Rider's Crossing, Inc., Louis C. Volandt, and their respective employees, agents, assistants, representatives, assigns, and others acting on their behalf to the fullest extent allowed under the law.

If the Activities involve the use of an equine that I own or that have the lawful use and possession of, I also agree to hold harmless and release Caroline V. Rider, Eric T. Rider, Rider's Crossing, Inc., Louis C. Volandt, and their respective employees, agents, assistants, representatives, assigns, and others acting on their behalf from liability for any and all injuries, damages, or losses that the equine(s) may sustain at any time arising out of its involvement (directly or indirectly) in the Activities that may accrue from any cause whatsoever, including accidents, illness, or injuries (except if such injury or damage is directly caused by Instructor's intentional misconduct, reckless misconduct, wanton misconduct, and/or gross negligence).

4. INDEMNIFICATION. I also agree to indemnify and hold harmless Caroline V. Rider, Eric T. Rider, Rider's Crossing, Inc., Louis C. Volandt, and their respective employees, agents, assistants, representatives, assigns, and others acting on their behalf against all liability, claims, losses, actions or expenses which are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of The Activities at any time and at any location. ["Third persons" are any and all people who are not parties to this Agreement and includes, *but is not limited to*, my relatives, guests, other clinician participants, spectators, or visitors, etc.]. The indemnification shall include reimbursement of Instructor's reasonable attorney fees.

5. *ASTM/SEI Headgear.* I agree to be fully responsible for my own safety at all times while engaging in any or all of The Activities at any time and at any location. Instructor has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear (helmet and strap) that is designed for use when riding or when near equines. **I am NOT relying on Instructor to provide a certified helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. If I choose to wear an ASTM-standard/SEI-certified helmet, or if I choose not to, this is my decision alone.**

6. *Emergencies.* Person(s) to Contact in Case of Emergency: Name: _____
Phone Number(s): _____ Relationship: _____

7. This Waiver, Liability Release, and Assumption of Risk Agreement is governed by Maryland law and is intended to be as broad and inclusive as Maryland law permits. This document can only be modified in a written document that is signed by me and Caroline V. Rider. Should any clause in this document conflict with Maryland law, only that clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now and in the future. Should I breach this Waiver, Liability Release, and Assumption of Risk Agreement (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by Instructor and/or persons directly affiliated with Instructor. It is also mutually agreed that any disputes arising under this Waiver, Liability Release, and Assumption of Risk Agreement, or any activities undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Wicomico County, Maryland.

10. **ALSO, I REPRESENT THAT:**

- I AM AT OR OVER 18 YEARS OF AGE;**
- I AM OF SOUND MIND, AND I AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (BOTH PAGES), AND I FULLY UNDERSTAND IT;**
- I INTEND FOR THIS WAIVER, AGREEMENT AND LIABILITY RELEASE TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;**
- IT IS MY INTENTION TO RELEASE AND HOLD HARMLESS INSTRUCTOR AND OTHERS AFFILIATED WITH INSTRUCTOR TO THE FULLEST EXTENT ALLOWED UNDER THE LAW; AND**
- THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.**

SIGNATURE OF CONTRACTING PARTY: _____

PRINT NAME HERE: _____ DATE: _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent): _____

PRINT NAME HERE: _____ DATE: _____

SIGNATURE OF INSTRUCTOR: _____ DATE: _____