



WASHINGTON COUNTY HORSE COUNCIL, INC.

Waiver and Release of Liability - 2017 Event Season

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. 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, handling, auditing, observing, and/or working around equines at Washington County Horse Council, Inc. (hereinafter "WCHC") events on the property of the Washington County Agricultural Center or any other venue at which WCHC events are held (a "Venue"), I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge the WCHC, each Venue and each of their respective directors, officers, managers, employees, volunteers, and agents (including but not limited to judges, instructors, clinicians and the like) from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned, leased, used or handled by me, or to any family member or spectator accompanying me at any Venue resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of the WCHC or any Venue, and I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against the WCHC or any Venue for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by me in relation to the premises and operations of the WCHC or any Venue.

Indemnification: I also agree to hold harmless, defend, and indemnify the WCHC, each Venue and each of their respective directors, officers, managers, employees, volunteers, and agents (including but not limited to judges, instructors, clinicians and the like) 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 (including, but not limited to, costs associated with defending a suit, judgment, courts costs, investigation costs, and reasonable attorney fees). I further agree to hold harmless, defend, and indemnify each of the foregoing parties and persons 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 assert that I possess sufficient physical fitness, knowledge and skill to enable safe participation with, on, and around equines. In addition, I understand and agree that my participation (or that of my horse, whether owned, leased or otherwise) in a WCHC event may be photographed, videotaped, audio taped or otherwise recorded and that those photographs or recordings are the property of the WCHC and that the images and recordings may be reproduced, preserved, distributed and used by the WCHC for any purpose. I understand and agree that this liability release will be binding each time I (or my minor child) or my horse participates in any WCHC event during this season.

Emergency Care: I authorize or agree that the WCHC may (but is not obligated to) 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; and may share my medical history (if known) with emergency medical personnel when deemed necessary. I agree that I shall assume all costs of emergency medical care and transportation provided on my behalf.

Name of Emergency Contact Person(s): _____

Telephone Number(s) of Emergency Contact Person: _____

Rules & Safety Equipment: I agree to abide by the rules and regulations established by the WCHC and each Venue; to wear an SEI/ASTM approved riding helmet at all times while mounted on a horse; to wear appropriate footwear at all times while on the premises of a Venue; to inform the WCHC immediately if I become aware of rider conduct or equipment condition that presents a danger to myself or others; that the WCHC or a Venue may find it necessary to terminate my participation (or that of my horse) if it is determined that I am (or the horse is) incapable of safely conducting or participating in the activity. I accept the WCHC's and each Venue'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 the WCHC, any Venue or any of their directors, officers, managers, employees, volunteers or agents (including but not limited to judges, instructors, clinicians and the like) for any present or future claim arising directly or indirectly from my participation at WCHC events. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of the foregoing parties. 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 any such 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 WCHC, the Venue or their directors, officers, managers, employees, volunteers or agents (including but not limited to judges, instructors, clinicians and the like), whichever party is in dispute. In the event of litigation, the prevailing party shall be entitled to receive all costs and fees associated with the litigation, including reasonable attorney fees. I also expressly agree 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, 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 any WCHC activity or event held at a Venue, and, therefore, not sign this agreement.*

I have read this two page agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the WCHC, each Venue, and each of their directors, officers, managers, employees, volunteers, and agents (including but not limited to judges, instructors, clinicians and the like) for injuries or death resulting from the inherent risks of equine activities or the active or passive negligence of the foregoing parties. I further acknowledge that I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of Maryland.

Parents/Guardians: If participant is a minor (less than 18 years of age), this form must be signed by the participant's parent or legal guardian. NO OTHER PERSON may sign on behalf of an underage participant.

A separate release form must be signed for each participant (even if the same parent or guardian has more than one child participating in WCHC events).

A 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.

Date

Signature of Participant or Parent/Guardian (see above)

Printed Name and DOB of Participant

Printed Name of Parent/Guardian Signatory (if applicable)

Participant's Mailing Address

Parent/Guardian Signatory's Mailing Address (if applicable)

Participant's Telephone

Parent/Guardian Signatory's Telephone Number(s)

Participant's Email

Parent/Guardian Signatory's Email Address