

FAIRWINDS FARM PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

NAME: _____ DATE: _____

EMAIL: _____

ADDRESS: _____ PHONE: _____

EMERGENCY CONTACT: NAME: _____

HOME PHONE _____ CELL PHONE _____

In consideration of the services of Fairwinds Farm & Stable Inc., their agents, owners, volunteers, participants, employees, and all other person or entities acting in any capacity on their behalf (hereinafter collectively referred to as FF). I hereby agree to release, indemnify and discharge FF, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical harm, or risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity.
The risks include but are not limited to: loss of control; collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider, latent or apparent defects or conditions in equipment, my own acts or omissions; the condition of trails and accidents connected with their use; first-aid, emergency treatment, or other services rendered.
2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FF from any and all claims, demands, or causes or action, which are in any way connected with my participation in this activity or my use of FF's equipment or facilities, including any such claims which allege negligent acts of omissions of FF.
4. Should FF or anyone acting on their behalf be required in incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.
6. In the event that I file a lawsuit against FF, I agree to do so solely in the State of Maryland, and further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FF on the basis of any claim from which I have released them herein.

I had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Signature of Rider _____

Print Name _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

In consideration of _____ (print minors name) Age _____ being permitted by FF to participate in its activities, I further agree to indemnify and hold harmless FF from any and all claims which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation of the minor.

Signature of parent/guardian: _____ Print _____