

# TALBOT SPECIAL RIDERS, INC.

## Waiver of Liability, Assumption of Risk, Indemnification, and Covenant Not To Sue Agreement

**Waiver of Liability:** For the privilege of riding, handling, working, and/or being 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 Talbot Special Riders, Inc., its respective directors, managers, employees, volunteers, and agents (hereinafter collective referred to as "TSR") as well as Kimberly Hopkins, property owner of 6292 Statum Road, Preston, Maryland, from any liability or responsibility for accident, damage, injury, or illness to myself or any horse used by me which may be owned or leased by TSR, or to any family member or spectator accompanying me while on the premises of Hopkins resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of TSR and Kimberly Hopkins.

AND that except in the event of TSR and Kimberly Hopkins' 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 TSR and Kimberly Hopkins' 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 TSR and Kimberly Hopkins, including while riding, handling, volunteering, or otherwise being near horses owned by or in the care, custody and control of TSR and Kimberly Hopkins.

**Assumption of Inherent Risks:** I understand and assume the inherent risks involved in equine activities, including those used for therapeutic purposes, 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 which 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.

**Participant Agreement ; Indemnification:** I also agree to hold harmless, defend, and indemnify TSR and Kimberly Hopkins (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 TSR and Kimberly Hopkins against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation and presence on the premises as a rider, handler, boarder, or spectator.

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

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 TSR and Kimberly Hopkins. Costs of mediation shall be shared equally by the parties. In the event of litigation, the parties agree to waive a trial by jury and the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees and reimbursement of mediation fees. Mediation and litigation shall be conducted in Caroline County, Maryland; in a court of competent jurisdiction if litigation is initiated.

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 client, volunteer, guest, or spectator on the premises used by Talbot Special Riders, Inc., or as a rider, handler, or spectator in lessons, training, or special events provided by or held at the facilities of Hopkins, and, therefore, not sign this Agreement. I understand there is no public policy in Maryland prohibiting the use of this waiver and that I may also sign on behalf of my minor child or ward. I have read this Participation Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue TSR and Kimberly Hopkins, its clinicians/trainers/instructors, directors, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of equine activities or the active or passive ordinary negligence of TSR and Kimberly Hopkins. 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 TSR and Kimberly Hopkins, to the greatest extent allowed by the laws of Maryland.

**Signature:(Must be at least 18 years old)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Client** \_\_\_\_\_ **Parent** \_\_\_\_\_ **Legal Guardian** \_\_\_\_\_ **Volunteer** \_\_\_\_\_ **Guest or Spectator** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Client Name** \_\_\_\_\_