



13885 Kennard Dr, Glenelg, MD 21737
Phone: (301) 748-3701
Hattonanimalrescuefoundation@gmail.com

PARTICIPANT AGREEMENT

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Assumption of Inherent Risks: For purposes of activities held at Hatton Animal Rescue Foundation, Participant is defined as any person while on the property who is participating as a volunteer, spectator, handler, rider, clinician, trainer, instructor, client, or any other participating activity. I understand and assume, as a Participant, the inherent risks in activities involving equines and other animals including but not limited to; canines, bees, wildlife, fowl, farm animals, birds, and domestic pets, which risks include, but are not limited to, bodily injury, physical/mental harm and even death to an animal, or to a Participant using tools/equipment/facilities, riding (equines), handling or being in close proximity to any and all animals/insects/birds which may occur during any and all use/exposure/interaction/work duties/volunteering. I acknowledge that the behavior of any animal/insect/bird/wildlife is contingent to some extent upon the ability of the handler or Participant. Further, I understand that "inherent risks of livestock, cat, dogs and fowl activities" shall mean those dangers or conditions which are an integral part of rescue/farm activities, including, but not limited to:

- The propensity of any livestock, cat, dogs and fowl 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 a livestock, cat, dog and fowl reaction to such things as sounds, sudden movements, and unfamiliar objects, persons, or other animals; Certain hazards such as surface or subsurface objects;
- Collisions with other livestock, cat, dogs and fowl, people, and objects (fixed or otherwise);
- Limited availability of emergency medical care; and
- The potential of any Participant to act in a negligent manner that may contribute to an injury to the Participant or others, such as failing to maintain control over the livestock, cat, dogs and fowl or to act within his/her ability.

Waiver of Liability:

For the privilege now and on all future dates to Hatton Animal Rescue Foundation Farm of receiving therapeutic services, observing, riding (equines), handling livestock, cat, dogs and fowl, and/or just generally being around animals and participating with the instructors, clinicians, volunteers, staff, directors, and agents of Hatton Animal Rescue Foundation Farm, I, on behalf of myself, my family, heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge Hatton Animal Rescue Foundation from any liability or responsibility for accident, damage, injury, or illness to myself or any family member or guest accompanying me, or to any personal property (including private vehicles) owned or operated by myself, a family member, or guest while on the premises operated by Hatton Animal Rescue Foundation and owned by Gary and Annette Hatton (hereinafter, "Property Owner") or Katie Dyer (hereinafter, "Trainer") resulting from the inherent risks of livestock, cat, dogs and fowl activities or from the ordinary negligence (active or passive) of Hatton Animal Rescue Foundation, Any Volunteer/participant/observer or Property Owners/Trainers.



13885 Kennard Dr, Glenelg, MD 21737
Phone: (301) 748-3701
Hattonanimalrescuefoundation@gmail.com

AND that except in the event of Hatton Animal Rescue's or Property Owners' gross and willful negligence, I agree not to bring any claims, demands, actions and causes of actions, and/or litigation, against Hatton Animal Rescue and/or Property Owners and/or Trainers for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by me in relation to the operations of Hatton Animal Rescue Foundation.

Indemnification: I also agree to hold harmless, defend, and indemnify Hatton Animal Rescue Foundation and Property Owners/Trainers(including, but not limited to, costs associated with defending a suit, judgment, court costs, investigation costs, and reasonable attorney fees) from any and all claims of mine, my family or guests arising from any injury or loss due to my participation. I further agree to hold harmless, defend, and indemnify Hatton Animal Rescue Foundation and Property Owners/Trainers against any and all claims made by or on behalf of other Participants arising from my conduct in the course of my participation.

Acknowledgments, Assertions, and Agreements: I warrant that a full and fair disclosure of my experience, riding (equines), and handling of equines and other livestock, cat, dogs and fowl as well as my current and recent health conditions have been made known to Hatton Animal Rescue Foundation.

Health Status – I assert that I:

- Do not have any undisclosed chronic physical, mental, or emotional condition that would contra-indicate my participation; and
- Have fully disclosed any chronic conditions that could impair my ability to participate and have provided a doctor's release permitting my participation (if applicable).

Therapeutic/Equine Riding/Training/Volunteer Activities – I agree and acknowledge that (If Applicable):

My participation has been approved by my primary physician and/or specialist; and

Except for those activities conducted by a licensed professional, activities are not intended to cure, heal, correct, or medically improve my current physical or mental deficiencies, but are intended to provide an opportunity to benefit from the horse-human interaction as a means to enhance my overall sense of well-being.

Emergency Care – I authorize and agree that Hatton Animal Rescue Foundation farm:

- May administer emergency first aid, CPR, and/or use an AED defibrillator (if available) when deemed necessary by Owners/Trainers/Personnel or by qualified emergency personnel;
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Owners/Trainers/Personnel or by qualified emergency personnel;
- May share my medical history with emergency medical personnel (if made known to Hatton Animal Rescue Foundation farm); and
- Further, I shall assume all costs of emergency medical care and transportation provided on my behalf or that of my minor child or legal ward.



13885 Kennard Dr, Glenelg, MD 21737
Phone: (301) 748-3701
Hattonanimalrescuefoundation@gmail.com

Rules and Safety Equipment – I agree:

- To abide by the rules and policies established by Hatton Animal Rescue Foundation for its programs and activities;
- To wear an ASTM/SEI approved riding helmet and other safety equipment as may be required for my participation at all times while mounted on an equine or performing work that may require it;
- To wear appropriate footwear at all times while on the premises of Hatton Animal Rescue Foundation;
- That Hatton Animal Rescue Foundation is conducting all activities in good faith and may find it necessary to terminate my participation if it is determined that I am uncooperative, incapable of safely meeting the rigors of the activity, or demonstrate I am a danger to others or animals; and
- I accept Hatton Animal Rescue Foundations' right to take such actions for the safety of myself, other Participants, and for the horses or other livestock, cat, dogs and fowl.

Covenant Not to Sue; Mediation; Venue; and Severability Clauses: I covenant not to sue Hatton Animal Rescue Foundation or Property Owners or Trainers for any present or future claim arising directly or indirectly from my participation with equines or livestock, cat, dogs and fowl at the Hatton Animal Rescue Foundation facility. This includes claims resulting from the inherent risks of equine/farm/insect activities and the active or passive negligence of Hatton Animal Rescue Foundation or Property Owners.

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 such claim. I further agree that prior to litigation such incident or dispute shall first be mediated by a trained Mediator from a list acceptable to Hatton Animal Rescue Foundation. 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 attorneys' fees and reimbursement of mediation fees. All mediation and legal actions shall be conducted in Howard County, Maryland.

I also expressly agree that this Participant Agreement is intended to be as broad and inclusive as permitted by the laws 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.

Acknowledgment 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, visitor, clinician, instructor, spectator, rider, volunteer or handler at the facilities of Hatton Animal Rescue Foundation and, therefore, not sign this Agreement. If I choose not to sign, I agree to voluntarily leave the premises immediately.

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 Hatton Animal Rescue Foundation farm and Property Owners for injuries or death resulting from the inherent risks of livestock, cat, dogs and fowl activities or the ordinary (active or passive) negligence of Hatton Animal Rescue Foundation or Property Owners. I further acknowledge that I intend my signature to be a complete and unconditional



13885 Kennard Dr, Glenelg, MD 21737
Phone: (301) 748-3701
Hattonanimalrescuefoundation@gmail.com

release of all liability, including that due to ordinary negligence by Hatton Animal Rescue Foundation or Property Owners to the greatest extent allowed by the laws of Maryland.

Date

If Participant is a minor, print name of minor here

Street Address of Signatory

Signature (must be at least 18 yrs of age to sign)

Printed Name of Signatory

City, State, and Zip Code of Signatory

Signer must be legally competent. If Participant is a minor (less than 18 years of age) or an individual (minor or adult) under the care and guardianship of another, 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.