OAK SPRING EQUESTRIAN, LLC

PARTICIPANT AGREEMENT:
Assumption of Risk, Waiver of Liability, and Indemnification Agreement

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 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.

Waiver of Liability: For the privilege of visiting Oak Spring Equestrian, LLC and being in and around horses today, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge Oak Spring Equestrian, LLC (hereinafter "Oak Spring"), its members, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness to myself or any family member, guest, or spectator accompanying me, or to any personal property (including private vehicles) owner or operated by myself, a family member or guest while on the premises operated by Oak Spring and owned by Hance and Barbara Sullivan (hereinafter, "Property Owner") resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of Oak Spring or Property Owner.

AND that except in the event of Oak Spring or Property Owner's gross and willful negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against Oak Spring and/or Property Owner 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 Oak Spring, including while boarding, riding, handling, or otherwise being near horses owned by or in the care, custody and control of Oak Spring.

Indemnification: I also agree to hold harmless, defend, and indemnify Oak Spring and Property Owner (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 Oak Spring and Property Owner 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 warrant that a full and fair disclosure of my equestrian experience, handling and riding abilities have been made to Oak Spring, its managers, employees, volunteers, and agents. Further:

Health Status – I assert that I:

- Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation as a spectator, handler, or rider in equine activities; or
- Have fully disclosed to Oak Spring management any chronic conditions that could impair my ability to participate as a rider, handler, or spectator and have provided a doctor's release permitting my participation (if applicable); and
- Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

Emergency Care – I authorize or agree that Oak Spring:

- May administer emergency first aid, CPR, and use an AED defibrillator (if available) when deemed necessary by Oak Spring management or by qualified emergency personnel;
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Oak Spring management or by qualified emergency personnel;
- May share my medical history with emergency medical personnel (if made known to Oak Spring management); and
- Further, I shall assume all costs of emergency medical care and transportation provided on my behalf or that of my minor child.

Rules & Safety Equipment – I agree:

- To abide by the rules and regulations established by Oak Spring;.
- To wear an ASTM/SEI approved riding helmet at all times while mounted on the horse or pony;
- To wear appropriate footwear at all times while on the premises of Oak Spring;
- That Oak Spring is conducting all activities in good faith and may find it necessary to terminate my participation if it is determined that I am uncooperative or incapable of safely meeting the rigors of the activity; and

- I accept management's right to take such actions for the safety of myself, other participants, and/or the horses.

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

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 Oak Spring (whichever party is in dispute). 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 attorney fees.

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 boarder, guest, or spectator at Oak Spring, or as a rider, handler, trainer, or spectator in lessons, training, or special events provided by or held at the facilities of Oak Spring, 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 2-page Participation Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue Oak Spring, its clinicians/trainers/instructors, owners, members, 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 Oak Spring. 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 Oak Spring, to the greatest extent allowed by the laws of Maryland.

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

If participant is a minor, print name here _____ Printed Name of Signatory _____

Date of Birth of Minor Participant _____ Address _____

Name of Emergency Contact Person _____ City, State, Zip Code _____

Telephone of Emergency Contact Person _____ Telephone _____

*** If participant is a minor (less than 18 years of age), the parental or guardian signature indicates full understanding of the above terms and, as may be permitted by law, the parent/guardian is waiving both the rights of the minor participant and the rights of the parent/guardian pursuant to this Agreement.**

OFFICE USE:

Received by:_____Agent (Print Name)

Oak Spring Equestrian, LLC, 15195 Bushy Park Road, Woodbine, Maryland 21797 ~ 443-745-5067

€ Facility Use € Boarder € Clinic Participant € Spectator / Auditor € Other_____