

ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
Mythic Landing Enterprises, LLC | Peter Gray Clinic
2020

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.

PLEASE READ ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING IT.

Your signature indicates your understanding of and agreement to its terms.

On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, I hereby:

1. Acknowledge and agree that any horse I bring on A Bit Better Farm property shall remain under the control of myself or my agent at all times, shall be accompanied by a current (less than one year old) proof of negative coggins, and shall be current on all vaccinations, including but not limited to rabies and rhino (EHV-1).
2. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a persons feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, possibly resulting in serious injury or death.
3. Acknowledge that horseback riding and equine-related activities are DANGEROUS and involve RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
4. Voluntarily assume the risk and danger of injury or death inherent in the use of equipment and gear provided to me by Mythic Landing Enterprises, Peter Gray and A Bit Better Farm, and the use of my own horse, equipment and gear.
5. RELEASE, DISCHARGE AND PROMISE NOT TO SUE Margaret Rizzo McKelvy, Mythic Landing Enterprises, A Bit Better Farm, Peter Gray, and/or any of their owners, officers, partners, employees and agents (hereinafter the "Releasees"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property, except in the case of gross negligence on the behalf of the Releasees.
6. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders, except in the case of gross negligence on the behalf of the Releasees.
7. INDEMNIFY, AND SAVE AND HOLD HARMLESS Margaret Rizzo McKelvy, Mythic Landing Enterprises, A Bit Better Farm, Peter Gray, and their employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my participation in equine-related activities and use of any equipment or gear provided therewith or any acts or omissions of other employees or agents.
8. Agree to abide by and follow any instruction given or rules established by Mythic Landing Enterprises, A Bit Better Farm, Peter Gray or any of their agents with regard to my participation in equine-related activities and use of any equipment or gear provided herewith.
9. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk and indemnity agreement is governed by the State of Maryland and is intended to be as broad and inclusive as is permitted by Maryland law, and that in the event of any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Margaret Rizzo McKelvy, Mythic Landing Enterprises, A Bit Better Farm, Peter Gray, or their owners, agents, partners, employees for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by Releasees in defending such an action.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

Signed _____ Date _____

(Signature of rider, or if a minor, by parent or guardian*)

*By signing, you are acknowledging yourself as the parent/guardian of the minor participating.

RIDER and AUDITOR INFORMATION - PLEASE PRINT

Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____

Email _____

EMERGENCY CONTACT: _____