

PARTICIPANT AGREEMENT

1. **Assumption of Inherent Risks.**

- a. Participant understands and accepts the risks of engaging in equine-related activities and/or being in close proximity to an equine (e.g. a horse, mule, or pony) or equine activities, including, but not limited to:
 - i. The propensity of an equine to behave in ways (e.g. jump, run, kick, buck, bolt, spin, rear up, strike, or bite) that may result in injury, harm, or death to person on or around them;
 - ii. The unpredictability of an equine's reaction to sounds, sudden movement, and unfamiliar objects, person, other animals, or other things;
 - iii. Certain hazards such as surface and subsurface conditions;
 - iv. Collisions with other equines or objects; and
 - v. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.
- b. Participant understands the injuries, death, and property damage that may result from the accepted risks of engaging in equine activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are not exhaustive, but intended to be merely representative, and Participant is not relying on Released Parties (as defined below) to list all possible equine related risks.
- c. Participant therefore agrees that he/she understands and agrees to assume the risks and dangers inherent in equine activities, agrees at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's medical expenses. Participant's right to any claims arising from participation in or observation of any equine activities, being in close proximity to an equine, or being present on real property owned, leased, rented, borrowed, visited, or otherwise occupied by Christine Betz, Christine Betz Dressage LLC, Edward J. O'Neill, DEWB Investments LLC or a member of the Edward J. O'Neill/DEWB family, other participants, spectators, visitors, or other occupiers of real property on which Participant is traveling, and any or all of their respective heirs, spouse, relatives, assigns, partners, affiliates, agents, attorneys, assistants, representatives, volunteers, employees, independent contractors, trainers, and others acting on their behalf (collectively "Released Parties").

2. **Waiver of Liability.**

- a. Participant agrees to waive liability against any or all of the Released Parties resulting from ordinary negligence of the facility.
- b. Participant waives any right to any claims arising from participation in or observation of any equine activities, being in close proximity to an equine, or being present on real property owned, leased, rented, borrowed, visited, or otherwise occupied by Christine Betz, Christine Betz Dressage LLC, Edward J. O'Neill, DEWB Investments LLC or a member of the Edward J. O'Neill/DEWB family, other participants, spectators, visitors, or other occupiers of real property on which Participant is traveling, and any or all of their respective heirs, spouse, relatives, assigns, partners, affiliates, agents, attorneys, assistants, representatives, volunteers, employees, independent contractors, trainers, and others acting on their behalf (collectively "Released Parties"), regardless of whether Participant's presence on the property is/was related to equines or equine activities.

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Participant/Parent/Legal Guardian Initials: _____ Minor Participant Initials: _____

3. **Indemnification.**

- a. Participant agrees to hold harmless, defend, and indemnify the Released Parties for any illness, injury, death, damage, or other loss incurred by Participant or Participant’s property, whether caused directly or indirectly by Released Parties’s negligence or other fault.
- b. Participant agrees to hold harmless, defend, and indemnify the Released Parties for any illness, injury, death, damage, or other loss incurred by Participant or Participant’s property, due to participant’s actions.
- c. Participant accepts the risks of reimbursing any or all of the Released Parties due to Participant’s conduct.
- d. Participant agrees to hold harmless, defend, and indemnify the Released Parties for any illness, injury, death, damage, or other loss incurred by a third party, due to participant’s actions, and to reimburse Released Parties for any attorney’s fees incurred related thereto.

4. **Covenant not to Sue; Mediation; Venue; and Severability Clauses.**

- a. Participant agrees not to bring suit against Released Parties for any present or future claims based on the negligence of any or all Released Parties or based on any past, present, or future illness, injury, death, damage, or other loss incurred by Participant or Participant’s property.
- b. Participant agrees to mediate any conflict or disagreement arising out of this Agreement before taking any litigious action.
- c. The parties agree that the laws and jurisdiction of the State of Maryland govern this Agreement.
- d. Venue for jurisdictional purposes shall be in Frederick County, Maryland.
- e. Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement; rather the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the party shall be construed and enforced accordingly.

Acknowledgment and Understanding

Participant acknowledges that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of Minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

ACKNOWLEDGMENT ON FOLLOWING PAGE

Signature of Participant/Parent/Legal Guardian

Signature of Minor Participant

Printed Name of Participant/Parent/Legal Guardian

Printed Name of Minor Participant

Date

Date

Address of Participant/Parent/Legal Guardian

Address of Minor Participant

Phone of Participant/Parent/Legal Guardian

Phone of Minor Participant

Participant/Parent/Legal Guardian Initials: _____

Minor Participant Initials: _____

Participant/Parent/Legal Guardian Initials: _____

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