

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of the agreement by "Bravo! Equestrian, LLC" ("Operator," which term herein includes its members, officers, affiliates, employees, independent contractors, agents, representatives, successors, and assigns), to provide instruction, training, and/or care for me, I (and my agents, legal guardians, survivors, heirs, assigns, personal representatives, and successors in interest) agree that my use of Services, Premises, facilities or equipment provided by Bravo! Equestrian, LLC whose office is located at 5916 Stevens Forest Rd., Apt.8, Columbia, MD 21045, is controlled by this Agreement.

1. **Risks.** Operator provides dressage and eventing training, horse boarding, and related services to persons and horses ("Services"). I acknowledge the following: Horses have free will and react unpredictably to situations that seem benign to people, including sounds, movements, and unfamiliar objects, persons or other animals. They react in ways that **may result in injury, harm or death** to persons and/or damage to property on or around them (e.g., by **running, biting, kicking, jumping sideways, rearing**, etc.). Handling or being near horses is **inherently dangerous** and subjects me to the **risk of serious bodily injury and/or death**. People often are **sickened, injured or killed in normal, non-negligent equestrian circumstances**, such as riding, grooming, training, ground work, and observing. **Severe head injuries** may occur **any time**. Other persons or animals may act in a way that adds to injury to me or others, such as failing to maintain control over an equine. Operator provides no emergency medical services. I am solely responsible for my own safety (and that of my minor child if any).

2. **Assumption of Risk:** I acknowledge that the said **risks are unavoidable** in an equine environment, that I am voluntarily engaging in equine activities including entering upon facilities operated by Bravo! Equestrian, LLC (the "Premises"), receiving Services, and/or using any equestrian facility or equipment for any purpose, that I do so at my own risk, and that I **expressly and solely assume all risk of injury, damage, loss or death** that may result to me or my property, including injuries or damages whether arising out of the negligence of Operator or otherwise. My assumption of risk includes, but is not limited to, My participation in any activity, class, clinic, instruction, or event, wheresoever located, including but not limited to riding, observing, ground work or other sporting or recreational endeavor and use of any horse, tack or equipment, rings or arena, stable facilities, parking lots, other general areas of any facilities, and any equipment. **To help reduce the effect of potential injuries, I shall always wear an approved safety helmet** while engaging in any of the foregoing activities. **Failure to so wear an approved safety helmet shall be deemed contributory negligence per se** under Maryland law. I acknowledge that it is not the responsibility of "Bravo Equestrian LLC" to assure the safety of any rider, property owner, or horse in these activities.

3. **Release.** I hereby **forever release and discharge** Operator, and the Owner/Boarder of any other horse used in lessons if other than the property of Bravo! Equestrian (collectively, "Releasees"), from any and all claims or causes of action, liabilities, judgements, costs, expenses, and other obligations, known or unknown, whether or not occasioned by Releasees' negligence, connected with or arising from activities described in this Release, including but not limited to any of the foregoing arising out of injury, death, or damage to property, whether suffered by me, my horse or any third party, which I shall or may in future have, for any cause whatsoever, including My horseback riding, horseback riding instruction, My use of equipment or facilities which may malfunction or break, improper inspection or maintenance of equipment, Premises or facilities, negligent instruction or supervision (including training, hiring, and/or retention of employees), falling, slipping or tripping while on the Premises, or other activities associated with "Bravo Equestrian LLC", or which arise out of first aid or emergency medical treatment furnished to Me or My horse by any of Releasees. I forever waive the protection afforded by any law, in any jurisdiction, whose purpose, substance or effect is to provide that a general release shall not extend to risks or claims which the releasing person does not know of or suspect to exist when

executing the release.

4. **Indemnification.** I hereby agree to **indemnify and hold Operator harmless from any liability** arising from or connected to any Risks, Services, Premises, facilities or equipment, including any incident, accident, damage, injury, or illness, to person or property of I or My minor child, and any liability arising from negligent acts or omissions of Operator (except for gross negligence or intentional wrongdoing), including costs and attorney's fees for defense of claim.

5. **Incident Report.** Within ten (10) days after any alleged act/omission that allegedly causes any loss to I, I agree to file with Operator a written report detailing the alleged incident and the injury allegedly resulting therefrom. I **acknowledge that failure to do so prejudices Operator's ability to investigate a claim or correct a condition**, and that, **in so failing, I forever waive any and all rights/remedies** I otherwise might have had against Operator for any liability related to or arising from the alleged incident.

6. **My Liability.** I shall abide by all Operator's rules. I am personally liable for any damage or injury to Operator or others resulting from the activity of Me and/or My minor child and/or any equine of Mine.

7. **Legal Disputes.** I agree that: any dispute arising from the activities of Me, My minor child and/or any equine of Mine shall not be the subject of a legal action unless the parties have first participated in at least four (4) hours of mediation with a certified mediator; this Agreement is made in the State of Maryland, United States of America, whose laws shall govern its interpretation and enforcement without regard to the conflict of laws rules or treaties of any jurisdiction; any claim or dispute between or among the parties shall be made only in the courts of the State of Maryland; and that the parties consent to personal jurisdiction of the State of Maryland in Howard County, and to exclusive venue for any lawsuit in Howard County, Maryland, and waive any objections to such jurisdiction and venue.

8. **Further Acknowledgments:** I expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by law in the State of Maryland or any other jurisdiction and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I acknowledge that Operator offers a service to encompassing the entire dressage/eventing spectrum. Operator is not in the business of selling equestrian equipment to the public, does not place such items into the stream of commerce, and any use of such items is incidental to Services provided by Operator. I acknowledge that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I read and fully understand that this is a release of liability, express assumption of risk, and indemnity agreement. By executing this agreement, I am forever giving up my right to bring a legal action or assert a claim against Operator for negligence. I voluntarily sign this Release on behalf of myself/my minor child listed below, intending to be forever legally bound.

Print Name (age 21 & over): _____

Print Name (Minor's) name: _____

Print Name (Legal Guardian): _____

My/Minor's Address _____

Telephone Number: _____ Email Address: _____

Signature: _____ : Date: _____