

(Entries must be RECEIVED by December 26, 2016 \* Inclement weather date January 21)

Opening of XC Schooling Days on all-weather rings: December 4, 2016 through March 17, 2017

**Description of MDHT Cross Derby courses:** All rings will have cross country obstacles you would find on a typical competition course. The objective is to establish a rhythm over solid jumps in reliable consistent footing. Optimum times will be posted.

Level		Jumping Efforts**	Course Length (approx)	Speed*
Elementary	2' – 2'3"	<u>12</u> – 15**	800 m	300 mpm
Beg. Novice	2'7" max	<u>15</u> – 18**	1,500 m	325 mpm*
Novice	2'11" max	<u>20</u> – 22**	1,600 m	350 mpm*
Training	3'3" max	22+**	1,740 m	375 mpm*
Prelim	3'7" max	<u>23+</u> **	1,880+ m	400 mpm*

\*The derby speeds are slightly higher than regular SJ to incorporate a better flow over the cross country jumps.

\*\* Subject to change

**Rules:** The MDHT Cross Derby will follow the USEA/USEF Jumping phase rules. USEF rules for Cross Country dress and tack will be followed. All Riders must wear ASTM/SEI approved helmet, protective vests, and medical armband. Willful delay will be enforced. Competitors may enter more than one level but would be expected not to enter their horses less than one level below which they are currently competing. Coaching at this derby is not permitted on course but highly encouraged on our Saturday schooling day.

There will be an audible signal to start. No schooling of course permitted on day of event. Circles on course will be scored as refusals, EXCEPT at the Elementary level, you may circle in the open to slow, but not once you have approached a fence. Fall of horse during jumping phase is immediate elimination and you must leave the course. Fall of rider while jumping (during approach or landing of a fence) is elimination and you must leave the course.

- Knock Down -- 4 points
- 1st Refusal -- 4 points
- 2nd Refusal at same fence -- 8 points
- 3rd refusal same fence Elimination
- Fall of Competitor -- Elimination
- Fall of Horse -- Elimination
- 4 Refusals in Whole Course Elimination
- Exceeding optimum time (per second) 1 point
- Exceeding time limit -- Elimination
- Leaving course (arena) -- Elimination
- Riders must wear an ASTM/SEI approved helmet and body protector as well as a medical armband.

Combinations numbered "AB" will be as per Stadium Rules, i.e., if "B" is refused, "A" must be re-jumped on second presentation.

Scoring: Penalties in jumping are added to determine placing for each division. Closest to optimum time and lowest score wins. Ties will be broken by the better time

All horses must have a current negative Coggins submitted with entry.

- Schooling Days Start: December 4, 2016; Call 301-514-0111 for Appointment.
- **\$25 late fee will be charged after closing date, December 26.** A competitor may pay the late fee and sign-up for extra Derby rounds on the day of the show if space is available.
- Inclement weather/snow date is January 21. Follow us on Facebook and/or check the website for latest updates.
- Competition Cancellation No refund.
- No unauthorized motor vehicles of any kind allowed on course.
- \$50 invoice for un-returned or damaged pinnies.
- \$50 returned check fee.
- NO unleashed dogs. Unleashed dogs will incur \$100 fine and competitor elimination.
- Ride times will be posted on the THURSDAY before the show at: <u>www.themarylandhorsetrials.com</u>.
- Vet and Farrier will be on call.
- Current Negative Coggins required with entry form. We do not keep coggins on file.
- Loch Moy Farm Liability Waiver (below) required with entry form. We do not keep waivers on file.
- For additional information and to mail entry forms, contact:

The Maryland Horse Trials 1235 Park Mills Road Adamstown, MD 21710 Phone: (301) 514-0111 Fax: (866) 533-2125 www.themarylandhorsetrials.com



The Maryland Horse Trials Credit Card Payment is available on the website. Don't forget to add the \$5 convenience fee. See important checklist below!

## WE DO NOT DO PAPERWORK ON SHOW DAY!!

ALL PAPERWORK and payment must be received by us by December 26. We only process complete entries.

If your entry is incomplete it will not be scheduled. This includes ALL items on the checklist below.

**Check List:** For a complete entry **Complete** Entry form (above)

Participant Agreement (below) Check payable to MDHT or credit card payment on website Current Negative Coggins

## **IMPORTANT:**

**ALL INFORMATION (PAPERWORK AND PAYMENT) MUST BE IN HAND DECEMBER 26 OR \$25 LATE FEE WILL BE ASSESSED. YOU** WILL BE WAITLISTED IF ANY OF THE ABOVE **ITEMS ARE MISSING.** 

## The Maryland Horse Trials, LLC At Loch Moy Farm, 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.

<u>Waiver of Liability</u>: For the privilege of riding, handling, auditing, observing, and/or working around equines at the Maryland Horse Trials, LLC at Loch Moy Farm (hereinafter "MDHT") on the property of Carolyn Mackintosh and Loch Moy Farm, LLC (hereinafter "Loch Moy") today and on all future dates, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge MDHT and Loch Moy, and its directors, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned or leased by me or any horse not owned by Graham but used by me, or to any family member or spectator accompanying me while on the premises of Loch Moy resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of MDHT or Loch Moy.

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

**Indemnification:** I also agree to hold harmless, defend, and indemnify Carolyn Mackintosh, MDHT and Loch Moy (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 Carolyn Mackintosh, MDHT and Loch Moy against any and all claims of coparticipants, rescuers, and others arising from my conduct in the course of my participation as a rider, handler, or spectator.

<u>Acknowledgements</u>, <u>Assertions</u>, <u>and Agreements</u>: I warrant that a full and fair disclosure of my equestrian handling and riding abilities have been made to MDHT</u>, Loch Moy, and their agents. Further:

Health Status – I assert that I:

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

Emergency Care – I authorize or agree that MDHT or Loch Moy:

- May administer emergency first aid, CPR, and use an AED when deemed necessary.
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary.
- May share my medical history (if known) with emergency medical personnel when deemed necessary.
- And I shall assume all costs of emergency medical care and transportation provided on my behalf.

Rules & Safety Equipment - I agree:

- To abide by the rules and regulations established by MDHT and Loch Moy.
- To wear an SEI/ASTM approved riding helmet at all times while mounted on the horse, or warrant I understand the risk and danger of riding without a riding helmet and so choose not to wear a riding helmet. (NOTE: Riders under 18 yrs of age may not waive the use of a riding helmet.)
- To wear appropriate footwear at all times while on the premises of Loch Moy.
- To inform MDHT or Loch Moy immediately if I become aware of rider conduct or equipment condition that presents a danger to my self or others.
- That MDHT and Loch Moy will conduct all activities in good faith and may find it necessary to terminate my participation if it is determined that I am incapable of safely meeting the rigors of the activity. I accept MDHT and Loch Moy's right to take such actions for the safety of myself, other riders, and/or the horses.

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

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 MDHT, Loch Moy, or Carolyn Mackintosh (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.

<u>Acknowledgement of Understanding</u>: 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 rider, handler, judge, assistant, volunteer, or spectator in the activity or event held at the facilities of Loch Moy Farm, and, therefore, not sign this agreement.

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 Loch Moy or MDHT, its clinicians, directors, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of equine activities or the active or passive negligence of Loch Moy Farm or MDHT. 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 Loch Moy Farm or MDHT, to the greatest extent allowed by the laws of Maryland.

Facsimile signatures shall be accepted as an original signature.

		nature of Participant / Parent / Guardian ust 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			
Email Address		Email Address			
	nor (less than 18 years of age), th aed by law, is waiving both the rig				
OFFICE USE: Received by:			Agent (Print Name)		
MDHT, 1235 Park Mills F	Road, Adamstown, Maryland 21710				
Clinic Participant	Competition Participant	Schooling Participant	Spectator / Auditor	□ Volunteer	
		Name of C	Clinic, Seminar, Program	, etc.	