

Positive Strides, Inc.

P.O. Box 391 Easton, Md 21601

Waiver of Liability, Assumption of Risks, & Indemnification Agreement



Waiver of Liability: For the privilege of riding, handling, volunteering, working, and/or being around equines at Positive Strides, Inc. on the property owned by **Kimberly Hopkins and Ashley Hopkins (hereinafter “Property Owners”)** 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 Positive Strides, Inc. and its directors, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illnesses (including bacterial or viral, known or unknown at the time of this signing) to myself or any horse owned or leased by me, or to any family member or spectator accompanying me while on the premises of the property resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of Positive Strides, Inc..

AND that except in the event of Positive Strides, Inc.’s or Property Owners’ gross and/or willful negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against Positive Strides, Inc. or Property Owners for any economic and non-economic losses due to bodily injury, illnesses (viral or bacterial), death, and/or property damage sustained by me in relation to the premises and operations of Positive Strides, Inc.,

including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Positive Strides, Inc. or Property Owners.

Assumption of Inherent Risks: I understand and assume the inherent risks involved in equine activities, including those used for therapeutic purposes, 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.

Indemnification: I also agree to hold harmless, defend, and indemnify Positive Strides, Inc. and Property Owners (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 directors, or others arising from my injury, illness (viral or bacterial), or loss due to my participation as a rider, handler, or spectator.

I further agree to hold harmless, defend, and indemnify Positive Strides, Inc. 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 Positive Strides, Inc. and its agents. Further:

Health Status – I assert that I:

- Have fully disclosed any chronic conditions (physical or mental) and have provided a doctor’s release permitting my participation (if applicable).

Emergency Care – I authorize or agree that Positive Strides, Inc.: • 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 Positive Strides, Inc.

- ♣ To wear an ASTM/SEI certified riding helmet at all times while mounted on the horse.

- ♣ To wear appropriate footwear at all times while on the premises of Positive Strides, Inc.

- ♣ That Positive Strides, Inc. will conduct all its 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 Positive Strides, Inc.’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 Positive Strides, Inc. or Property Owners for any present or future claim arising directly or indirectly from my participation with equines at Positive Strides, Inc.. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of Positive Strides, Inc. or Property Owners. 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 Positive Strides, Inc. or Property Owners (whichever party is in dispute). Costs of

mediation shall be shared equally by the parties. In the event of litigation, all parties agree to waive trial by jury and agree that 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 rider, handler, judge, assistant, volunteer, or spectator in the activity or event held at the facilities of Positive Strides, Inc., and, therefore, not sign this Agreement.

I have read this 3-page Participation Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue Positive Strides, Inc., its clinicians, directors, managers, employees, volunteers, and/or agents or Property Owners for injuries, illness, or death resulting from the inherent risks of equine activities or the active or passive negligence of Positive Strides, Inc. or Property Owner. 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 Positive Strides, Inc. or Property Owners to the greatest extent allowed by the laws of Maryland.

Facsimile and Electronic signatures shall be accepted as an original signature.

Date of Signing: _____

Participant's Name [Print Legibly]

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

Signature of Participant

Date

Client____ Guest or Spectator____
Volunteer____

Parent/Guardian Name [Print Legibly]

Signature of Parent/Legal Guardian

Date

Parent____ Legal Guardian____
Caregiver____

I hereby witness that this waiver has been thoroughly explained and/or read to participant.

Witness Name (Printed Legibly)

Witness Signature

Date