

FULL MOON FARM RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

The undersigned participant/spectator/Participant/visitor/Participant (“Participant”), on his/her own behalf and, if applicable, as the Parent(s)/Legal Guardian(s) of a minor participant/spectator/participant/visitor/client (“Minor Participant”) (collectively referred to herein as “Participant”), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, and Indemnification Agreement (“Agreement”):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in equine activities and merely being near a horse, mule, or pony (collectively “equine”), including: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them;(for example, jump, run, kick, buck, bolt, spin, rear up, strike, or bite); (ii) The unpredictability of an equine’s reaction to sounds, sudden movement, and unfamiliar objects, persons, other animals, or other things (for example, kick, buck, bolt, spin, rear up, strike, or bite); (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. 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 just a sampling and Participant is not relying on Released Parties (as defined below) to list all possible equine related risks. Participant therefore agrees that he/she understands and agrees to assume the risks and dangers inherent in equine activities, agrees to at all times to be responsible for Participant’s personal safety, remain financially responsible for Participant’s medical expenses, and waives Participant’s right to any claims arising from participation in or observation of any equine activities, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, or otherwise occupied by Full Moon Farm and/or Full Moon Farms’ other participants, spectators, visitors, or other occupiers of real property on which Participant is traveling, as well as 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 or not Participant’s presence on such real property is related to equines or equine activities.

2. Release, Hold Harmless, Indemnification: Participant agrees to release and hold Full Moon Farm, Karen Fulton, Stephen Fulton, and the other Released Parties defined above, harmless for any illness, injury, death, damage, or other loss incurred by Participant or Participant’s property, whether caused directly or indirectly by Released Parties’ negligence or other fault. Participant agrees to indemnify Released Parties against injuries and damages sustained or suffered by any third party, whether caused by Participant directly or indirectly, and which includes reimbursement of Released Parties’ attorneys’ fees.

3. Governing Law and Time Limitation: This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Carroll County, Maryland. The parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. Participant agrees that any and all claims and/or causes of action, for injury, death, property damage, or other claims or losses by Participant and/or Minor Participant against the Released Parties or others must be brought within one (1) year of the date accrued.

4. Attorneys' Fees: Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to, Participant.

5. Participant Certification: Participant certifies 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.

Dated _____ Signature: _____
Participant signing on own behalf **and** as
Parent/Legal Guardian #1 of Minor Participant

Signature: _____ Dated _____
Parent/Legal Guardian #2 of Minor Participant

Printed Name

Printed Name

Minor Participant’s Name

Address:

Address (or “Same”):

Phone:

Phone:

Email :