

FULL MOON FARM, LLC
– A Certified Equine Experience Center –
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.

Waiver of Liability: For the privilege of visiting the Equine Experience Center and being in and around horses today, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge the Maryland Horse Industry Board (Department of Agriculture, State of Maryland) and its directors, employees, and agents (hereinafter “MHIB”) and FULL MOON FARM, LLC (hereinafter “Stable”), its members/directors, managers, employees, volunteers, and agents from any liability or responsibility for **accident, damage, injury, or illness** to myself or any family member, guest, or spectator accompanying me, or to any personal property (including private vehicles) owner or operated by myself, a family member or guest while on the premises operated by Stable and owned by KAREN AND STEPHEN FULTON (hereinafter, “Property Owner”) resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of MHIB, Stable, or Property Owner.

AND that except in the event of MHIB, Stable, or Property Owner’s gross and willful negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against MHIB, Stable, and/or Property Owner 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 Stable, including while boarding, riding, handling, or otherwise being near horses owned by or in the care, custody and control of Stable.

Indemnification: I also agree to hold harmless, defend, and indemnify MHIB, Stable and Property Owner (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, my guests, or other individuals arising from my injury or loss due to my participation as visitor, spectator, handler, or rider.

I further agree to hold harmless, defend, and indemnify MHIB, Stable, 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 visitor, spectator, handler, or rider.

Acknowledgements, Assertions, and Agreements: I warrant that a full and fair disclosure of my equestrian experience, handling and riding abilities have been made to Stable, its managers/directors, employees, volunteers, and agents. Further:

Health Status – I assert that I:

- Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation as a spectator, handler, or rider in equine activities; or
- Have fully disclosed to Stable management any chronic conditions that could impair my ability to participate as a rider, handler, or spectator and have provided a doctor’s release permitting my participation (if applicable); and

• Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

Emergency Care – I authorize or agree that Stable:

- May administer emergency first aid, CPR, and use an AED defibrillator (if available) when deemed necessary by Stable management or by qualified emergency personnel;
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Stable management or by qualified emergency personnel;
- May share my medical history with emergency medical personnel (if made known to Stable management); and
- Further, I shall assume all costs of emergency medical care and transportation provided on my behalf or that of my minor child.

Rules & Safety Equipment – I agree:

- To abide by the rules and regulations established by Stable.
- To wear an ASTM/SEI approved riding helmet at all times while mounted on the horse or pony;
- To wear appropriate footwear at all times while on the premises of Stable;
- That Stable is conducting all activities in good faith and may find it necessary to terminate my participation if it is determined that I am uncooperative or incapable of safely meeting the rigors of the activity; and
- I accept Stable’s right to take such actions for the safety of myself, other participants, and/or the horses.

Covenant not to Sue; Mediation; Venue; and Severability Clauses: I covenant not to sue MHIB, Stable or Property Owner, or its members/directors, managers, employees, and agents for any present or future claim arising directly or indirectly from my participation with equines at the EEC facility. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of MHIB, Stable, or Property Owner.

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 Stable. 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 and reimbursement of mediation fees. All mediation and legal actions shall be conducted in Carroll County, Maryland.

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.

Photo Release Consent: I hereby consent to the use and reproduction by Full Moon Farm of my own and/or child’s (children’s) photographic image while on the premises.

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 visitor, spectator, rider, or handler at the facilities of Stable and, therefore, *not* sign this Agreement. If I choose not to sign, I agree to voluntarily leave the premises immediately. 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 MHIB, Stable, or Property Owner for injuries or death resulting from the inherent risks of equine activities or the ordinary (active or passive) negligence of MHIB, Stable, 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 MHIB, Stable, or Property Owner to the greatest extent allowed by the laws of Maryland.

Date of Visit

Signature (must be at least 18 years of age to sign) *

Printed Name of Signatory

Street Address, City, State, and Zip Code

VISITOR(S) UNDER THE AGE OF 18

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

IF the above adult signature is NOT the legal guardian/parent of minor(s):

List name of parent(s)/guardian(s) of minor(s) below.

(1) _____ Date of Birth / Age
Child's Name

Name of Father

Name of Mother

Legal Guardian (if not a parent of minor)

(2) _____ Date of Birth / Age
Child's Name

Name of Father

Name of Mother

Legal Guardian (if not a parent of minor)

(3) _____ Date of Birth / Age
Child's Name

Name of Father

Name of Mother

Legal Guardian (if not a parent of minor)

(4) _____ Date of Birth / Age
Child's Name

Name of Father

Name of Mother

Legal Guardian (if not a parent of minor)

FULL MOON FARM, LLC
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PARTICIPANT LESSON AGREEMENT

RIDER(S) NAME(S)	ADDRESS
PRIMARY CONTACT (NAME/RELATIONSHIP)	PRIMARY CONTACT PHONE NUMBER
SECONDARY CONTACT (NAME/RELATIONSHIP)	SECONDARY CONTACT PHONE NUMBER
PRIMARY EMAIL ADDRESS	SECONDARY EMAIL ADDRESS
EMERGENCY CONTACT (NAME/RELATIONSHIP)	EMERGENCY CONTACT PHONE NUMBER
RIDER'S D.O.B. (OPTIONAL)	REFERRED BY: (OPTIONAL)

Lesson Policies:

Scheduling: All scheduling must be done via the farm phone line. If you are unable to make your lesson, we require a minimum of **24 hours' notice for all lessons (privates, groups, etc.)**. If we do not receive adequate notice, you will forego the lesson. All riders MUST wear a helmet, hard-soled shoes with a small heel, and long pants.

Please note that we have an "automatic renewal" policy for lessons: Once your set ends, a new set begins the following week. If you wish to discontinue lessons, please let us know **before** the end of your set. **Once your lesson set has ended, missed lessons may not be made up.** You will forego any lessons you have missed if you have not scheduled a make-up for them. We do not allow more than 2 make-up lessons in a set of 3, and no more than 3 in a set of 9. Additionally, we do not schedule make-ups for make-ups (i.e., **once you schedule a make-up, you may not reschedule it**).

In the event that FMF must cancel a lesson (due to weather, holidays, horse shows, etc.), we ask that you schedule a make-up. If necessary, FMF reserves the right to hold one unmounted lesson in each 9-week period. However, if FMF cancels and you cannot schedule a makeup within the timeframe of your set, you may ask us to "roll forward" the lesson count number. In the event that you are unable to ride for more than 4 consecutive weeks due to an injury/surgery/illness, we can place your lesson set on hold. Please call us to discuss.

Payment: Lesson payment is due by the second lesson of your set. **After the second lesson, there is an additional \$10 late fee per week** (i.e., if you pay on week 3, you pay \$10 in late fees; on week 4, you pay \$20 in late fees; and so on). If you are late on payment, we reserve the right not to assign your horse until you pay, thus you will be unable to ride.

We write your "lesson count" on the Lesson Board each day, in order to keep everyone on the same page. However, it is **your responsibility to keep track of your lessons and when you owe money**. If you believe there is an error in your lesson count, or your set is marked with a "\$" (indicating you owe) and you believe you have paid, please call us right away.

I have read, understand, and agree to comply with the above information regarding how lessons are structured at Full Moon Farm (FMF).

Date

Signature / Printed Name