

USEA and Loch Moy Farm Present:

LEARNING THE SAFE WAY

A two-day cross country clinic with LUCINDA GREEN  
Thursday October 13 and Friday October 14, 2016

On The Maryland Horse Trials Competition Course!  
1235 Park Mills Rd. | Adamstown, MD 21710 | 301-514-0111 Fax 866-533-2125

Lucinda Green, respected international clinician will be joining us at Loch Moy Farm. Groups comfortable jumping from beginner novice horse and rider (2' 6") through intermediate (3' 9") will be offered. Riders must be 13 years or older. Horse/rider combinations need to be jumping at their appropriate level, controllable and confident in an open field.

Clinic format: Two Days, 5-6 riders per group, approximately 2 hours per group.

- Day one: Cross country technique using schooling fences and gymnastic exercises
- Day two: Cross country fences

\$450 per horse/rider combination. Must be received with entry form to guarantee spot. Includes continental breakfast and lunch, drinks throughout the day

Negative coggins required within 12 months. Cancellations accepted before September 1, 2016 , refunds less \$25. After this date, refunds are made only if the place can be filled. Clinic cancellation refund less \$25. Please complete attached entry form and USEA Release Form (For USEA Educational Activities & Schooling Shows), enclose entry fee and proof of negative coggins. Be sure to PRINT your email clearly as many correspondences are made through e-mail.

Auditor's pass may be purchased at \$10/day. Auditor's passes are available during the clinic. Auditor's pass includes continental breakfast and lunch each day.

Please sign up in advance. Include the USEA release as well as the Loch Moy Farm/MDHT release. On grounds accommodations available by request, call 301-514-0111.

Make checks payable to The Maryland Horse Trials:

Send entry to:

Lucinda Green Clinic at Loch Moy Farm 1235 Park Mills Road Adamstown, MD 21710 Contact info:  
Carolyn Mackintosh, 301-514-0111 fax 866-533-2125 email: mdhorsetrials@gmail.com

# LEARNING THE SAFE WAY

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## Entry Form

Rider's Name: \_\_\_\_\_

Rider Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Horse's Name: \_\_\_\_\_

Highest Level horse has competed (eventing) \_\_\_\_\_

Highest Level rider has competed (eventing) \_\_\_\_\_

Other experience which would be helpful in placing you in a group: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$450 Clinic Fee \_\_\_\_\_

Stabling on grounds. \$50 per stall per night \_\_\_\_\_

Which nights do you need? \_\_\_\_\_

\$40 Camping pad with electric & water hookup \_\_\_\_\_

\$10 Auditor - per day \_\_\_\_\_

\$25 Muck Fee (refundable if stall is stripped) \_\_\_\_\_

Total Enclosed \_\_\_\_\_

Make checks payable to The Maryland Horse Trials:  
Send entry, payment, current negative coggins and USEA form to:

Lucinda Green Clinic at Loch Moy Farm  
1235 Park Mills Road Adamstown, MD 21710  
Contact info: Carolyn Mackintosh, 301-514-0111  
fax 866-533-2125  
email: mdhorsetrials@gmail.com

# *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.

**Waiver of Liability:** 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 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 handling and riding abilities have been made to MDHT, 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.

**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 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.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Participant / Parent / Guardian  
(must 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

\* If Participant is a minor (less than 18 years of age), the parental or guardian signature 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.

OFFICE USE:	
Received by: _____	Agent (Print Name)
MDHT, 1235 Park Mills Road, Adamstown, Maryland 21710	
<input type="checkbox"/> Clinic Participant	<input type="checkbox"/> Competition Participant
<input type="checkbox"/> Schooling Participant	<input type="checkbox"/> Spectator / Auditor
<input type="checkbox"/> Volunteer	
_____ Name of Clinic, Seminar, Program, etc.	



# USEA EDUCATIONAL ACTIVITIES AND SCHOOLING SHOWS RELEASE FORM

NAME OF ACTIVITY/SCHOOLING SHOW: \_\_\_\_\_ USEA AREA: \_\_\_\_\_

DATE(S) HELD: \_\_\_\_\_ LOCATION: \_\_\_\_\_ STATE: \_\_\_\_\_

I have applied to participate in this USEA sponsored educational activity. I agree that my participation is subject to the Conditions in this release and to those set by the organizer of this activity, the regulations and requirements of the USEA and, where applicable, the **U.S. Equestrian Federation Rules for Eventing**.

**I agree** to wear protective headgear when riding. When jumping, I agree to wear protective headgear passing or surpassing the ASTM/SEI standards with harness attached that meets standards currently imposed by the **U.S. Equestrian Rules for Eventing**. I understand that the USEA mandates that all riders participating in cross-country activity wear body-protecting vests that meet or exceed current USEF rules and the wearing of an approved medical armband or bracelet.

**I understand** that the sport of eventing is a high risk sport, and that my participation in this educational activity may also involve participation in an "equine activity" as defined by applicable laws and is solely at my own risk. I understand that my participation involves all inherent risks associated with the dangers and conditions which are an integral part of equine activities, including, but not limited to, the propensity of equines to behave in ways which may result in injury, harm or even death to humans or other animals around or near them; the unpredictability of equine reaction to sounds, sudden movements, smells and unfamiliar objects; persons or other animals; hazards related to surface and subsurface conditions; collisions with other equines or objects; and, the potential of a participant to act in a negligent or unskilled manner which may contribute to injury to the participant or others, including failing or inability to maintain control over the animal. By participating in this activity **I agree** to assume responsibility for those risks, and **I release** and agree to hold harmless the activity organizer, organizing committee, officials, the USEA, USEF, their officers, agents, employees and the volunteers assisting in the conduct of this USEA educational activity and the owners of any property on which it is to be held, from all liability for negligence resulting in accidents, damage, injury or illness to myself and to my property, including the horse(s) which I may ride.

**I understand and agree** that the organizer of this USEA educational activity has the right to cancel this activity; to refuse any entry or application; to require and enforce the wearing of safety or other attire and the conduct of riders, horses and visitors; and to prohibit, stop or control any action during the activity deemed by the organizer to be improper or unsafe.

**THIS FORM MUST BE FILLED OUT COMPLETELY AND SIGNED IF YOU WISH TO PARTICIPATE IN THIS ACTIVITY.**

PARTICIPANT'S NAME (Please Print): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_ EMERGENCY CONTACT PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TRAINER'S NAME (AT THIS EVENT): \_\_\_\_\_ PHONE: \_\_\_\_\_

NUMBER OF HORSES I WILL BE RIDING DURING ACTIVITY (if applicable): \_\_\_\_\_

Current Riding Level (if applicable):

Beginner Novice     Novice     Training     Preliminary     Intermediate     Advanced

**Check appropriate box:**

I am a USEA member and my number is #: \_\_\_\_\_

I am not a USEA member

I am not a USEA member. I wish to join and have enclosed my membership form and dues.

**Check here if participant is under 18 years old.**

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

(If participant is under 18, Release must be signed by parent or legal guardian, **not by trainer or instructor**. This release form is valid only when signed personally by the participant. **Signatures of all others, with the exception of a parent or legal guardian of a minor, will not be accepted in the event a claim is filed.**)