

# Loch Moy Farm, LLC

## PARTICIPANT AGREEMENT

### Assumption of Risk Agreement

**Contributory Negligence:** For the privilege of participating and/or visiting the premises of Loch Moy Farm, LLC (“Loch Moy”), property owned by Carolyn Mackintosh, and being in and around horses today and in the future, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, understand the negligence standard for the State of Maryland is **Contributory Negligence**. Contributory Negligence states if a Plaintiff’s (myself) own actions contribute significantly enough in causing an injury, then the Plaintiff is barred (denied) from recovering damages against the Defendant for that injury.

**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;
- the potential of any equine to react in a “flight or fight” manner such as to bite, kick, push, startle, abruptly stop, bolt, rear, buck, turn quickly, stumble or trip, fall or lose its balance, or any other action common to an animal reacting to perceived danger;
- contact with certain hazards such as surface and subsurface objects (seen and unseen);
- 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 the injury of self or injury to others, such as failing to maintain control over the equine or to act within his/her ability.

### Acknowledgements, Assertions, Authorization and Agreements:

I warrant that a full and fair disclosure of my equestrian handling and riding abilities have been disclosed to Loch Moy and its agents. Further:

#### Health Status – I assert that I:

- Do not have any undisclosed chronic physical or mental conditions that would contraindicate participation in equine activities.
- Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.
- 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).

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

- May administer emergency first aid, CPR, and use an AED when deemed necessary.
- May secure emergency medical care or transportation 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 Loch Moy.
- To wear a helmet of any color that meets or surpasses ASTM/SEI standards for equestrian use while mounted.
- To wear a safety vest when activities involved jumping obstacles; safety vest should be one that is recommended to pass or surpass current ASTM standards.
- To wear appropriate footwear at all times while on the premises of Loch Moy.
- To inform Loch Moy immediately if I become aware of rider conduct or equipment condition that presents a danger to myself or to others.
- That 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 Loch Moy’s right to take such actions for the safety of myself, other riders, and/or the horses.

**Covenant not to Sue; Choice of Law; Statute of Limitation; Mediation; Venue; and Severability**

**Clauses:** I covenant not to sue Loch Moy or Carolyn Mackintosh 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.

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 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, all parties agree to waive a trial by jury and agree that the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees and recompense of mediation 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 that I am responsible for my own actions while a participant (active or spectator) on the premises of Loch Moy Farm as defined by the Contributory Standard of Maryland.**

**I understand injuries or death may result from the inherent risks of equine activities.**

**I understand I have the choice *not to participate* as a rider, boarder, competitor, 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.**

**If I chose not to sign, I agree to vacate the premises immediately and voluntarily leave the premises.**

**I further acknowledge that I intend to participate in mediation services in the event of a dispute or claim against Loch Moy Farm, LLC or Carolyn Mackintosh.**

**I have read this 2-page Participation Agreement and fully understand its terms.**

**Facsimile and Emailed signatures shall be accepted as an original signature.**

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**Participant's Name** [Print Legibly]

\* 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 acknowledging the parent/guardian has fully informed the minor of the inherent risks of equine activities.

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**Parent/Guardian Name** [Print Legibly]

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**Signature**

**Date:** \_\_\_\_\_

- Boarder**
- Student or Auditor**
- Clinic Participant**
- Competition Participant**
- Schooling Participant**
- Spectator**
- Volunteer**

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Name of Clinic, Seminar, Program (if applicable)