

# *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 Loch Moy Farm (hereinafter "Loch Moy") on the property of Carolyn Mackintosh 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 Loch Moy and its members, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness (including bacteria or viruses, 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 Loch Moy.

AND that except in the event of Loch Moy's or Carolyn Mackintosh's gross and/or willful negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against Loch Moy or Carolyn Mackintosh 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 Loch Moy, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Loch Moy or Carolyn Mackintosh.

**Indemnification:** I also agree to hold harmless, defend, and indemnify Loch Moy and Carolyn Mackintosh (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, 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 Loch Moy and Carolyn Mackintosh 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 Loch Moy and its 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 contraindicate 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 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 Loch Moy.
- To wear an ASTM/SEI certified 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 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; 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 and the active or passive negligence of Loch Moy or Carolyn Mackintosh.

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 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 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, its clinicians, members, managers, employees, volunteers, and/or agents or Carolyn Mackintosh for injuries, illness, or death resulting from the inherent risks of equine activities or the active or passive negligence of Loch Moy Farm or Carolyn Mackintosh. 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 Carolyn Mackintosh to the greatest extent allowed by the laws of Maryland.

**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 waiving both the rights of the minor participant and the rights of the parent/guardian pursuant to this Agreement.

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Parent/Guardian Name [Print Legibly]

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Signature

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Email

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