



Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement (the "Agreement") is entered into by the undersigned in favor of Blue Waters Farm, Linda Santomena, and Robert Alphin, their officers, directors, owners, employees, agents, including guest clinicians and instructors, any of their successors in interest, as well as the owners of any horses that may be ridden or handled by me at the premises known as Blue Waters Farm, Linda Santomena, and Robert Alphin at 48 Bethel Cemetery Road, Chesapeake City, Maryland, (collectively the "Released Parties" and each a "Released Party"). In consideration for my being permitted to participate in Equestrian Activities, including but not limited to riding, training, longing, driving, participating in instruction and/or clinics, competing, boarding, breeding, assisting veterinarians or farriers, grooming and handling horses or observing others doing any of the above activities ("Equestrian Activities") at Blue Waters Farm, Linda Santomena, and Robert Alphin or at equestrian related events with the Released Parties away from Blue Waters Farm, with or without supervision, as well as my being permitted to use dining, lodging and other facilities at Blue Waters Farm, I acknowledge and agree as follows:

1. **Dangerous Activity:** I acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I recognize that even the best trained horses can and often do react rapidly and in unpredictable ways to a variety of stimuli and even for no apparent reason at all. I understand that neither my horse's actions, nor the actions of any other person or animal can necessarily be controlled, and that my safety and that of my horses and other property cannot be guaranteed while participating in Equestrian Activities.

2. **Assumption of Risks:** Understanding the risks involved, I voluntarily choose to participate in Equestrian Activities and to be around horses, and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISKS OF PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I accept full and complete responsibility for the safety of myself and any guests or observers accompanying me or present at my invitation. I further assume the risk of any damage or injury caused to others by my horses.

3. **Unpredictability of Cause, Personal Responsibility:** I understand that injuries and harm may result from working with and around horses from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my responsibility to control any horse(s) I am handling or riding to the extent possible, even during instruction, and regardless of the acts of other humans or animals, and to act in a responsible manner to ensure to the extent possible my own safety and that of others. I have received a copy of the Blue Waters Farm, Linda Santomena, and Robert Alphin rules, and agree to abide by the same, and to ensure compliance with the Blue Waters Farm, Linda Santomena, and Robert Alphin rules by any guest accompanying me at Blue Waters Farm.

4. Personal Property: I agree that I am responsible for the security of my own personal property, including property I bring to Blue Waters Farm, Linda Santomena, and Robert Alphin or leave in the custody of the Released Parties, and that the Released Parties cannot guaranty the security of my property. I further understand that the Released Parties' insurance does not cover my property. Should I leave any personal property at Blue Waters Farm, Linda Santomena, and Robert Alphin or otherwise in the custody of the Released Parties, I do so at my own risk. None of the Released Parties shall have any liability to me in the event of loss, damage, unauthorized use by any person or theft of any such property. I acknowledge that I need to purchase sufficient insurance to cover my own property, horses and other interests.

5. Release and Waiver of Claims: On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY PARTICIPATION IN EQUESTRIAN ACTIVITIES, OR MY PRESENCE AND USE OF THE FACILITES AT BLUE WATERS FARM, LINDA SANTOMENNA, AND ROBERT ALPHIN WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this section 5 shall be deemed to release any person from individual liability arising from their own willful or intentional injury to me or my property.

6. Promise Not to Bring Suit: I hereby agree that I, my heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either in my or their own name, for any loss or damage arising or resulting directly or indirectly from my participation in Equestrian Activities or my presence at Blue Waters Farm.

7. Indemnification: I agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to damages, attorney's fees and other costs of defense arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might result, directly or indirectly, from my participation in Equestrian Activities or from any horses owned by me or in my control.

8. Invitees: I agree that I will not permit any person accompanying me to ride or handle my horses or any other horse at Blue Waters Farm, Linda Santomena, and Robert Alphin or in the custody of the Released Parties unless such person has the permission of one of the Released Parties and has executed and delivered to a representative of the Released Parties a form of this Agreement and/or other applicable form(s) required by the Released Parties. I agree that damages to the Released Parties that may arise from a breach of my agreement under this Section 8 include (a) liabilities and costs arising from claims that would have been released or waived had my invitee executed the required document(s), and (b) the costs and expenses of defending any such claims. I agree to indemnify, defend, and hold harmless each of the Released Parties from and against all such liabilities, costs and expenses. Further I assume all risk of damage or injury to my invitees while they are my guests at Blue Waters Farm, and indemnify the Released Parties against any claims for damages or injury suffered by my invitees.

9. Nature of Claims Waived: I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer as a result of my participation in Equestrian Activities or my presence at Blue Waters Farm, Linda Santomena, and Robert Alphin may not be entirely foreseeable. I do realize that the extent of loss possible includes serious bodily injury or even death, financial loss and total destruction or loss of any property I may leave at Blue Waters Farm, Linda Santomena, and Robert Alphin or have with me at Equestrian Activities. I hereby expressly waive any claim under any law the purpose of which is to provide that a general release does not extend to claims, causes of action, injuries, damages, costs, or expenses arising out of my or my guests' participation in Equestrian Activities or presence at Blue Waters Farm.

10. **Maryland Law, Jurisdiction:** The terms of this Agreement shall be governed by and interpreted according to the laws of the State of Maryland, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. I further understand that the terms of this Agreement mean that I am waiving certain important rights that I might otherwise have under Maryland law.

11. **Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by Maryland law. If any portion of this Agreement is determined to be invalid, illegal, unenforceable, or in conflict with applicable law, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

12. **Blue Waters Farm, Linda Santomenna, and Robert Alphin Rules**

- Visitation by non-boarders and non-staff is by appointment only. Trespassers will be prosecuted.
- Visitors may not release dogs or any other animals on the farm.
- No smoking or alcohol consumption.
- Children under the age of 14 must be supervised from the ground at all times, by a parent or guardian.
- Helmets with a harness must be worn at all times when mounted.
- Non-boarders and non-staff, may not enter the fields or sit on the fence. No exceptions.

12. **Representations and Warranties:** I hereby warrant that:

- a) I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.
- b) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNIFICATION FOR ALL CLAIMS.
- c) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW AND MY INITIALS ON THE PAGES ABOVE ARE ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

Signed: _____

A parent or legal guardian must sign for a child younger than 18 years of age.

Print Name: _____

Print Name of Minor Child: _____

Date: _____

Address: _____