



Morgan Run Stables - 801 Bloom Road – Westminster, Maryland 21157

Fix a Test 2/07/2012

Morgan Run Stables LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

OWNER ACCEPTANCE OF RESPONSIBILITY I / WE ACKNOWLEDGE THAT OWNER/RIDER has inspected THIS STABLE'S premises and / or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER'S horse(s) and OWNER, OWNERS family, guests and visitors who enter the premises. OWNER is responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody or control of the OWNER, OWNER'S family members, invitee or other handler or agent appointed by them. OWNER agrees to maintain personal liability insurance on the boarded horse(s) and to provide THIS STABLE with proof of same. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER'S family members, invitees, and agents caused by or in relation to the OWNER'S boarded horse(s). OWNER agrees to at all times maintain adequate accident/ medical insurance to cover OWNER and family members.

INHERENT RISKS / ASSUMPTION OF RISKS I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an Integral part of) horse / equine animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, including but not limited to, surface or subsurface conditions, A collision encounter and / or confrontation with another equine or another animal, person or an object. The potential of an equine activity participant to act in negligent manner that may contribute to injury, harm, death or loss to the participant or to other persons including but not limited to failing to maintain control over an equine and I or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and I or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me. **CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING I / WE ACKNOWLEDGE THAT THIS STABLE IS NOT** responsible for total or partial acts, occurrences, or elements of nature and / or sudden and I or unfamiliar sights, sounds and I or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape, I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me.



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PROTECTIVE HEADGEAR WARNING I / WE AGREE THAT: for myself and on behalf of my child and /we or legal ward have been fully warned and advised by THIS STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and / or driving, training, and / or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on THIS STABLE and I or its associates to provide a certified helmet for me or to check any headgear I helmet or headgear I helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

DIRECT LOSS TO PERSONAL PROPERTY WARNING I/WE AGREE THAT: The OWNER/RIDER is hereby warned that while on THIS STABLE'S premises, direct loss, damage, theft, or injury to OWNER'S horse(s), tack, equipment, trailer, and other personal property is not covered by THIS STABLE'S insurance. The party who has the financial interest in and / or owns such items has the responsibility to insure the items under his / her own insurance policies.

RELEASE OF LIABILITY I / WE AGREE THAT: In consideration of THIS STABLE undertaking the show series and related services under the terms set forth herein, I, the, undersigned OWNER, for myself and on behalf of my child and or legal ward, heirs, administrators, personal representatives or assigns do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors,, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and other s acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and / or ITS ASSOCIATES ordinary negligence or legal liability; and I do- further agree that except in the event of THIS STABLE'S gross negligence and /or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily Injury and / or death and /or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

All Owners and Parents or Legal Guardians must sign below after reading this entire document.

Spouses must sign for themselves. Parent must sign for children under 18 years of age.

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

PRINT NAME OF OWNER/RIDER/LEGAL
GUARDIAN: _____

Date: _____