

## RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION COMMITMENT AGREEMENT

The undersigned, in consideration for the right to participate in trail riding, hiking and all other activities ("EPIC sponsored activity") sponsored by Equestrian Partners in Conservation, Inc. ("EPIC") hereby provides this Release, Waiver of Liability and Indemnification Commitment Agreement ("Agreement"), and represents and agrees as follows:

1. The term "horse" as used herein includes all riding and handling of horses, ponies, mules or donkeys, whether mounted or on the ground. The term "EPIC sponsored activity" includes any horseback riding or hiking activity sponsored by EPIC and the use of any trails maintained or marked by EPIC, whether that use is part of an EPIC sponsored activity or not. As used in this Agreement EPIC includes, but is not limited to, Equestrian Partners in Conservation, Inc., all of its officers, directors, agents, and contractors and any owners or occupants of land used by EPIC for its trails. This Agreement shall also apply to any guests or minor children of the undersigned.
2. I fully understand that horseback riding activities are by their very nature dangerous activities and carry inherent risks. I understand that in any EPIC sponsored activity either I and /or my horse may be injured as a result of my negligence, the negligence of others, or due to the fault of no one, and that horses, even when well trained, can be unpredictable and difficult to control.
3. I understand that upon mounting a horse, the rider is in primary control of the horse. I agree that I shall be responsible for my safety, and I will take all reasonable precautions to protect against injury when participating in any EPIC sponsored activity.
4. I agree to wear American Horse Show Association ("AHSA") protective headgear when riding at any EPIC sponsored activity.
5. I agree that any horse that I bring to any EPIC sponsored activity shall have an up-to-date negative Coggins test. I will bring proof of any such negative Coggins test to all horseback riding activities and upon request shall exhibit same.
6. I understand that there is an ongoing coronavirus/Covid-19 (Covid) pandemic. The term Covid used herein includes all variations of Covid as it now exists or is herein after discovered. I understand that Covid is extremely contagious and dangerous and as a result various governmental entities have made recommendations for vaccinations and other measures to control exposure to Covid. By participating in any EPIC sponsored activity, I agree and warrant that I am fully vaccinated as recommended by the health authorities of Montgomery County. Upon request I agree to exhibit proof of such vaccination. I recognize that EPIC cannot guarantee that participants in any EPIC sponsored activity will abide by these governmental recommendations. I agree that I am not experiencing any symptoms of Covid at the time of any EPIC sponsored activity; in the previous 14 days before any EPIC sponsored activity, I have not been exposed to someone with a suspected or confirmed case of Covid; and, if I have been diagnosed with Covid within 30 days of any EPIC sponsored activity, I have been cleared as non-contagious by a physician.

7. I release, exculpate, and agree to indemnify and defend EPIC against any claim of loss, injury damage or other harm of any nature to the fullest extent permissible by applicable law, to myself, my horse, and any third parties as a result of actions of my horse.

8. I shall bring no claim, demand, action, or litigation, of any nature, against EPIC for any economic or non-economic loss due to bodily injury, death, or property damage sustained by me and or any minor child of mine associated with any EPIC sponsored activity.

9. This Agreement shall be legally binding upon each of the signatories below. It will also include any minor child and or guest whom I may bring and/or sponsor. This Agreement shall be governed by the laws in the State of Maryland. Any disputes regarding this Agreement shall be resolved in a Court of Law in Montgomery County, Maryland.

10. EPIC may take photographs or videos of any EPIC sponsored activities. You agree that EPIC may use any such photographs or videos of you, any minor child of yours or any guest of yours, for any publicity including but not limited to its Website, Facebook page or brochure. If you do not want EPIC to use any such photograph or video, you shall advise EPIC in writing not to use any such photograph or video.

11. I understand that EPIC cannot and does not guaranty my safety. I further understand that by signing this Agreement I am waiving and releasing any rights that I may have to a legal claim against EPIC. If I bring any legal claim against EPIC and I am unsuccessful in such a claim I agree to pay for EPIC's legal fees incurred in the defense of any such claim.

**12. I have read and understand this agreement.**

Rider (Printed Name) \_\_\_\_\_

Rider's Signature: \_\_\_\_\_

Name and phone number of person to contact in an emergency:

\_\_\_\_\_  
Name. Telephone number

Parent or Guardian of Minor Rider (Printed Name) \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

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