



A MOMENT IN TIME
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LEONARDTOWN, MD 20650
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**RIDING INSTRUCTION AGREEMENT AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING.**

**SERIOUS PERSONAL INJURY MAY RESULT FROM PARTICIPATION IN THIS ACTIVITY.
THE STABLE DOES NOT GUARANTY YOUR SAFETY.**

THIS AGREEMENT FOR LESSONS, AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is entered into as of the date first written below, by and between the above-named Student (Student and/or Parents/Guardians are collectively referred to herein as the "STUDENT") and **A Moment in Time Shows, LLC, A Moment in Time Equestrian, LLC, and A Moment in Time Farm, LLC** (collectively, the "Farm").

- 1. REGISTRATION:** Undersigned voluntarily request STUDENT to participate in riding instruction at the Farm for a fee, and STUDENT will ride either his or her horse or school horses provided by Farm for instructional purposes ("horse" refers to all equine species). "Ride" or "riding" includes all riding and handling of horses or activities near horses, whether mounted or from the ground, whether on the Farm's premises or elsewhere. As part of the instruction, STUDENT may agree to perform mucking of stalls, holding horses for vet and blacksmith, feeding, cleaning water troughs, to assist at activities, to instruct riding lessons and/or to engage in other horse related activities with the prior approval of the Farm. In the event STUDENT agrees to perform such duties, the STUDENT will receive credit applied to the STUDENT's monthly bill in accordance with Farm's posted rates.
- 2. STUDENT RESPONSIBILITIES:** STUDENT and GUARDIAN understand that upon mounting a horse and taking up the reins, STUDENT will be in primary control of the horse. STUDENT is responsible for his/her own safety, and Farm is not responsible for the results of STUDENT's act or failure to act. STUDENT agrees not to abuse, misuse or deliberately agitate the horse, as these actions may result in increased risk to him/herself and others. STUDENT agrees to follow and be bound by the Farm's rules, as attached (in Introduction Packet) and posted at the Farm and on Farm's website.
- 3. PROTECTIVE HEADGEAR AND ATTIRE:** STUDENT and GUARDIAN have been advised that STUDENT should purchase and wear an approved protective helmet or hard hat in or around the Farm while working or riding, so as to prevent or reduce the severity of horse-related head injuries. STUDENT and any horse handler is advised to wear hard, smooth-soled boots or shoes with heels to provide protection in the event a horse steps on a foot, and to reduce the risk that the foot may slip all the way through a stirrup and become caught. STUDENT is also advised to wear long pants or chaps to protect the legs. Wearing proper headgear and attire is STUDENT's and GUARDIAN(s)'s sole responsibility, but Farm may refuse to permit STUDENT's participation in riding if STUDENT is not properly attired.
- 4. ACCIDENT/MEDICAL INSURANCE:** Should emergency medical treatment be required, STUDENT and GUARDIAN and/or their accident/medical insurance company shall be responsible for all expenses incurred. STUDENT is currently insured (and shall remain insured for the duration of this Agreement) with the insurance company identified below. STUDENT and GUARDIAN understand that this information may be provided to the attending clinic or hospital in the event emergency medical treatment is required.
- 5. ACTIVITY RISKS:** The STUDENT acknowledges the inherent risks involved in the participation in equine activities and sports, including but not limited to the training and riding of all breeds of equine, as well as in the use of equipment and instruments inherent to the training, and riding, and being in close proximity to horses. These acknowledged risks include risk of serious injury or death, bruises, abrasions, contusions, sprains, fractures, head injuries, falls, kicks, bites, collisions with vehicles, horses or stationary objects, riding on unimproved property, unmarked holes, trees and shrubbery, open water and unmaintained trails, construction equipment, domestic pets (dogs, cats, etc.), farm animals, wildlife, reptiles, insects, farm equipment, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. Further, the undersigned understand that horses are unpredictable by nature. No horse is a completely safe horse. When frightened, angry or under stress, a horse's natural instincts are to jump forward or sideways, run away from danger at a trot or gallop, stop short, kick, buck, rear up in front, or bite. Elements of nature, such as thunder, lightning, rain, wind, irregular footing and other circumstances may frighten a horse or cause it to fall or react in some other unsafe way. In addition, equipment may break or loosen with use, resulting in a potential loss of control or fall from a horse. Horses are extremely powerful, large and fast; if a rider falls to the ground, the distance will generally be from 3½ to 5½ feet and the impact may result in serious injury to the rider. Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and the NEISS (National Electronic Injury Surveillance Systems of U.S. Consumer Product Safety Commission -- 1999) ranked horseback riding as first among activities (in injuries per hour of activity and serious head injuries) that result in emergency room visits. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. **STUDENT AND PARENT(S)/GUARDIAN(S) UNDERSTAND THESE RISKS AND VOLUNTARILY ASSUME THESE RISKS AND DANGERS.**

6. **RELEASE, HOLD HARMLESS AND INDEMNIFICATION:** In consideration of the STUDENT taking riding lessons and instruction on Farm and participating in other related activities on and off the Farm, the STUDENT does hereby specifically release, discharge, hold harmless and indemnify Farm, and all officers, employees, agents, volunteers, managers and members thereof, without exception, from any and all liability, responsibility, damage or loss, whether known or unknown, existing or potential, that STUDENT or anyone else may claim, including but not limited to personal injury, illness, mental distress, or disability of any type, or death, or property damage, whether or not caused by the negligence of STUDENT or the negligence of anyone else, and whether or not caused by the negligence of Farm, or any of its members, officers, employees, agents or volunteers, during the STUDENT's presence on the Farm or at an off the Farm activity. The STUDENT and GUARDIAN hereby specifically release, discharge, hold harmless, and indemnify Farm from any liability or responsibilities for accident, damage, injury, illness to any family member or spectator accompanying the STUDENT on Farm. The STUDENT further agrees to defend and indemnify Farm, its officers, employees, agents, volunteers and members against any and all claims, legal actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and/or liabilities arising out of, connected with, or resulting from STUDENT participating in equine activities on or off the Farm.

7. **GENERAL PROVISIONS.** (a) If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remaining provisions of this Agreement and the application of such provisions to persons or circumstances to which it is held valid shall not be affected thereby.
- (b) This Agreement constitutes the entire Agreement among the parties and supercedes any prior agreement or understandings among them. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties. Farm may terminate this Agreement at any time. The release, hold harmless and indemnity shall survive and remain in full force and effect after termination of the STUDENT's riding instruction at the Farm.
- (c) This Agreement and all of the terms and provisions hereof shall be binding upon, and shall inure to the benefit of, the parties, their respective legal representatives, heirs, estates, successors, and assigns.
- (d) This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maryland with venue for any disputes or claims in St. Mary's County. The parties hereto waive their right to elect a jury trial in any dispute involving their rights under this Agreement.
- (e) This Agreement in no way creates an employment relationship between STUDENT and Farm. STUDENT understands he/she assumes all risk of injury related to the barn chores/activities performed in ¶11 as part of the STUDENT's instruction.
- (f) It is hereby acknowledged that STUDENT has read this **RIDING INSTRUCTION AGREEMENT AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**, has had an opportunity to consult with counsel, and signs this instrument voluntarily and freely and with understanding of its terms. No provision of this Agreement shall be interpreted for or against any party by reason that said party or his/her legal representative drafted all or any part hereof.

IN WITNESS WHEREOF, the undersigned has executed this Riding Instruction Agreement and Release, Hold Harmless and Indemnification Agreement as of the date first written below.

THIS IS A RELEASE. READ BEFORE SIGNING. Both Parents/Guardians must sign if student is under 18 years.

DATE: _____

STUDENT'S NAME (please print)	BIRTHDATE	HORSE RIDING EXPERIENCE (circle one)	
		0 to 10 HOURS	10 to 20 HOURS OVER 20 HOURS
Does the STUDENT have any physical or mental health problem or condition which may affect his/her ability to ride a horse? YES. NO. (circle one) and if yes, describe here:			
Health Insurance Co.:		Policy No.:	
Student Signature(if 18 or over):		home phone:	work/cell:
Address:			
Emergency Contact Name (please print):		relationship:	phone:
Parent/Guardian Name (please print):		home phone:	work/cell:
Parent/Guardian Signature:			
Parent/Guardian Name (please print):		home phone:	work/cell:
Parent/Guardian Signature:			