

- That Waredaca 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 Waredaca'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 Waredaca for any present or future claim arising directly or indirectly from my participation with equines at the Waredaca. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of Waredaca.

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 Waredaca (whichever party is in dispute). Costs of mediation shall be shared equally by the parties. In the event of litigation, 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 boarder or spectator at Waredaca, or as a rider, handler, participant, or spectator in the clinic, camp, lesson program, training, or special event provided by or at the facilities of Waredaca, and, therefore, not sign this agreement. I understand there is no public policy in Maryland prohibiting the use of this waiver and I may sign on behalf of my minor child or ward.

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 Waredaca, its clinicians, directors, members, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of equine activities or the active or passive negligence of Waredaca. 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 Waredaca, to the greatest extent allowed by the laws of Maryland.

Date

Signature (must be at least 18yrs of age to sign) *

If participant is a minor, print name here

Printed Name of Signatory

Date of Birth of Minor Participant

Address

Name of Emergency Contact Person

City, State, Zip Code

Telephone of Emergency Contact Person

Telephone

* 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.

**WAREDACAC PARTICIPANT AGREEMENT
ASSUMPTION OF RISK AND WAIVER/RELEASE OF LIABILITY FOR COMMUNICABLE
DISEASES INCLUDING COVID-19**

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of Camp Waredaca Inc, Waredaca LLC (property owner0 hereafter collectively referred to as 'Waredaca' –its program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Camp Waredaca Inc, Waredaca LLC (property owner0 hereafter collectively referred to as 'Waredaca' their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PRINTED Name of participant: _____ Signature: _____

Date signed: _____ Mobile Phone: _____

PRINTED Email ADDRESS _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF COMPLETION OF THIS AGREEMENT)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

PRINT Name of parent/guardian: _____ Signature: _____