

**PARTICIPANT RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING**

The undersigned, as a Participant/Spectator/Volunteer (collectively “**Participant**”), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant, for good and valuable consideration, agrees to the terms and conditions of this Participant Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement (“**Release**”).

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of learning, practicing, and otherwise engaging in mechanical horse riding and falling activities including, but not limited to, gymnastics and exercises learned and practiced without the mechanical horse, skills learned and practiced on the mechanical horse, and skills learned and practiced while intentionally or unintentionally falling from the mechanical horse (all collectively “**Mechanical Horse Activities**”), while mounted or unmounted, whether known or unforeseeable, and whether resulting directly or indirectly from the mechanical horse operator’s maneuvering of the mechanical horse. Participant understands and agrees the risks include, but are in no way limited to: falling off or being thrown from the mechanical horse; faulty equipment; landing or otherwise falling off protective matting; negligent equipment operation; misjudged weather or environmental conditions; incomplete or failed warnings or instructions; collision with an object; potential for another individual to act in a negligent manner; Participant to not act within his/her ability or physical, medical, or other limitations or abilities; natural hazards, including surface and subsurface conditions; and injury caused by any material or object utilized or included in setting up, operating, or otherwise handling the mechanical horse and other Mechanical Horse Activities related equipment (i.e. padding, electronics, etc.) provided by the following Released Parties: Warrington Eventing, Inc., LandSafe, Keli Warrington, Daniel Warrington, and their respective agents, owners, officers, directors, volunteers, employees, independent contractors, any anyone or entity acting on any of their behalf or at their direction (collectively “**Released Parties**”). Participant understands the injuries, loss, illness, and other damage that may result from the inherent risks of participating in Mechanical Horse Activities include, but are in no way limited to: musculoskeletal injuries including head, neck, and back injuries; broken bones, sprained or torn ligaments and tendons; paralysis; death; or other bodily injury or property damage; and any emotional and psychological illnesses (collectively “**Loss**”). Participant understand and agrees that the risks listed in this Release is just a sampling and Participant is not relying on Released Parties to list all possible Mechanical Horse Activities’ related risks. Participant understands that Participant is prohibited from engaging in the Mechanical Horse Activities if he/she has, or is prone to having, any of the following conditions or limitations: pregnancy; weakness in neck or spine, bone, joints; ligament or tendon conditions including, but not limited to fractures, sprains, strains or tears; heart problems; equilibrium, balance or dizziness issues; or any other condition deemed unsafe for Mechanical Horse Activities. Participant understands and agrees that Participant has other activities to choose from, he/she has inspected the mechanical horse riding and falling facility property and equipment and is satisfied that it is reasonable and safe for Participant’s intended use. Participant agrees that he/she is voluntarily engaging in the Mechanical Horse Activities, and voluntarily assuming the risks of these activities. Participant agrees to at all times to be responsible for his/her personal safety, to purchase and maintain his/her health and liability insurance, remain responsible for his/her medical expenses, and waives his/her right to any claims arising from his/her participation in or observation of any of the Mechanical Horse Activities. Participant permits, without limitation, qualification, or compensation, the right of Released Parties to photograph, videotape, and/or record Participant and/or Participant’s minor children(s)’s name, face, likeness, voice, and appearance on closed circuit television and/or in connection with exhibits, publicity, advertising, and any other promotional materials.

2. Release, Hold Harmless, Defend, Indemnify: Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any Loss incurred by Participant, and/or Participant’s spouse, parents, family members, heirs, agents, trustees, estate, beneficiaries, representatives, insurers, successors, and assigns, even if such Loss is caused in whole or in part by negligence or other fault of Participant or Released Parties (except gross negligence, reckless, or willful and wanton conduct). This Release shall not expire and shall remain in full force and effect in perpetuity.

3. Governing Law, Jurisdiction, Time/Liability Limitation, Attorneys’ Fees, Jury Waiver: This Release shall be construed and enforced in accordance with the laws of the State of Maryland. All disputes relating to the interpretation and enforcement of this Release shall be resolved by the Cecil County, Maryland state court. Participant agrees that any claims for Loss by Participant against Released Parties must be brought within one (1) year of the date accrued and any surviving claim for personal property Loss is limited to \$250. Participant agrees to reimburse Released Parties for any attorneys’ fees and costs incurred by Released Parties in enforcing this Release and/or in defending or prosecuting any claims or causes of action relating to Participant. Participant agrees to waive trial by jury in any action with Released Parties.

4. Severability, Modification: If any provision of this Release is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. The Release can only be modified if signed by Participant and Keli or Daniel Warrington.

5. Certification: Participant certifies he/she read this Release and understands that signing this Release is required for Participant to participate in Mechanical Horse Activities with Released Parties. Participant knows that he/she has other activities to choose from, agrees he/she is not signing this Release or engaging in any Mechanical Horse Activities under duress or influence of alcohol or narcotic, and voluntarily intends on his/her own behalf, and on behalf of minor Participant, and Participant’s spouse, parents, family members, heirs, agents, trustees, estate, beneficiaries, insurers, representatives, successors, and assigns, to be bound by the Release terms and conditions.

Date: _____ Participant’s Signature (on my own behalf and for minor): _____

Printed Name: _____ Phone/E-Mail: _____

Address: _____

Emergency Contact Name and Phone: _____

Minor Participant’s Name and Date of Birth: _____