

HOPKINS SPRING FARM, INC.

15307 Frederick Road, Woodbine, Maryland 21797

Stable # 513

RELEASE AND HOLD HARMLESS AGREEMENT

WHEREAS, the UNDERSIGNED acknowledges the inherent risks involved in horse-related activities, which risks include, but are not limited to, bodily injury and physical harm to horse, rider, and spectator from using, riding or being in close proximity to horses that may occur in normal use;

For the privilege of riding and/or working around horses at Hopkins Spring Farm, Inc. (hereinafter "Facility"), the Undersigned does hereby agree to hold harmless and indemnify the Facility, its managers, employees, and agents and further releases them from any liability or responsibility for accident, damage, injury, or illness to the Undersigned or any horse owned by the Undersigned or any horse not owned by the Facility but used by the Undersigned or to any family member or spectator accompanying the Undersigned while on the premises of the Facility;

AND that except in the event of the Facility's gross and willful negligence, the Undersigned agrees not to bring any claims, demands, actions and causes of action, and/or litigation, against the Facility for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by the Undersigned in relation to the premises and operations of the Facility, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of the Facility,

THE UNDERSIGNED hereby voluntarily and with full knowledge of the risks involved enters into this Agreement with the Facility as owned and operated by Brent and Elsa Barnes under such terms and conditions herein:

"Inherent risks of equine activities" shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:

- the propensity of any equine to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
- the unpredictability of an equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- certain hazards such as surface and subsurface objects;
- collisions with other equines, animals, people and objects;
- limited availability of emergency medical care; and
- the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his/her ability.

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The Undersigned agrees to wear an approved riding helmet at all times while mounted on the horse.

The Undersigned acknowledges that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. The Undersigned warrants that a full and fair disclosure of the Undersigned's handling and riding abilities (including, but not limited to, cantering and jumping experience) has been made to the Facility, its managers, employees, and agents.

The Undersigned is strongly advised to consult a physician before riding if any medical condition or disability (including pregnancy) may affect your riding ability or safety.

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. The Undersigned hereby agrees that prior to litigation, such incident or dispute shall first be mediated by a trained Mediator knowledgeable in equines and equine activities. Costs of mediation shall be shared equally by the parties.

Date

Signature

In the event the undersigned is under the age of eighteen (18), the signature of a parent or guardian is required.

Printed Name

Address

Parent/Guardian Signature

Telephone (home)

Printed Name of Parent/Guardian

Telephone (cell)

WITNESSED:

(Name of Facility Owner)