

Wito Hollow Farm
6089 Fishers Station Rd
Lothian, MD 20711
240-508-7592 WitoHollowFarm@gmail.com

FARM PARTICIPANT Agreement, Waiver and Liability Release

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM PARTICIPATION IN FARM ACTIVITY. WITO HOLLOW FARM DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. YOU PARTICIPATE AT YOUR OWN RISK.

Wito Hollow Farm is owned and operated by Wendy Lott and Brian Lott Wito Hollow Farm LLC hereafter known as “the PREMISES OWNERS.” Wito Hollow Farm LLC is located at 6089 Fisher’s Station Road, Lothian, Maryland 20711 hereafter known as “the PREMISES.”

IT IS HEREBY AGREED TO AS FOLLOWS:

REGISTRATION OF PARTICIPANT IN HORSEBACK RIDING, HORSE TRAINING, MONITORING, VOLUNTEERING, LABOR, OR ANY OTHER ACTIVITY ON THE FARM.

I, _____, hereafter known as “the Participant” request and agree to participate in any activities on the PREMISES.

If Participant is under 18 years of age:

Name of Participant: _____ Participant’s Age: _____
Name of Participant’s Parent: _____

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS

This agreement shall be legally binding upon the Participant and the parents or legal guardians thereof if the Participant is under 18 years of age, the Participant’s heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State of Maryland. Any disputes by the Participant and parents shall be litigated in Anne Arundel County, Maryland.

ACTIVITY RISK CLASSIFICATION

Horseback riding, training, monitoring, volunteering, labor, and other related activities is classified as a RUGGED ADVENTURE RECREATIONAL SPORT, and there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. Related injuries can be severe.

HORSE RISK CLASSIFICATION

I understand that equines are animals with their own minds. They can at times be at risk for injuries from other equines. They can occasionally kick or bite other horses while near them. I understand that they can cause serious injuries and death to myself, other people, horses, pony’s, donkey’s, dogs, and cats on the premises. The Participant agrees to hold harmless and indemnify the PREMISE OWNERS, its agents, representatives, and the owner of the land used by Wito Hollow Farm, against and for any suits and expenses arising out of any injury claims, death claims, demands to any person, or injuries or death to any equine, damage to property caused by the owner’s animals, attendants, myself, or any other person present and participating at my request and with my permission and for the PARTICIPANTS protection. The PARTICIPANT is hereby made aware that insurance for damage caused by the PARTICIPANT or horse is (usually) available as a PARTICIPANT to the PARTICIPANTS/OWNERS homeowners insurance policy or the PREMISE OWNER recommends that each PARTICIPANT get a liability policy on each horse that they own. The PARTICIPANT of the horse agrees and knows that equine activities can be dangerous and unpredictable. The PARTICIPANT also agrees and knows that equines can be dangerous and unpredictable while in the fields or in areas with other equines.

NATURE OF RIDING HORSES

No horse or pony is a completely safe horse or pony. If a participant falls from a horse or pony to the ground the impact may result in severe injury or death to the rider. If a horse or pony is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to stopping short, changing directions or speed at will; shifting its weight; falling, bucking; rearing; kicking; biting; or running from danger.

RIDER RESPONSIBILITY

Upon mounting a horse or pony and taking up the reins, the PARTICIPANT is in primary control of the horse or pony. The PARTICIPANT'S safety largely depends upon the PARTICIPANT'S ability to carry out instructions, and the PARTICIPANT'S ability to remain balanced aboard the moving animal. The PARTICIPANT shall be responsible for the PARTICIPANT'S own safety. The PARTICIPANT shall determine and shall be responsible for determining their own fitness and that the PARTICIPANT has adequate experience for horseback riding. PARTICIPANT acknowledges that by voluntarily participating in horseback riding the PARTICIPANT is certifying that the PARTICIPANT has not been advised by any treating physician that there is a medical condition which any reasonable person would realize could be adversely affected by the PARTICIPANT'S participation in horseback riding. The PARTICIPANT is certifying that any treating physician has not advised the PARTICIPANT to limit physical activities or exercise in any way. The PARTICIPANT is also certifying that they are not pregnant to the best of the PARTICIPANT's knowledge. If the PARTICIPANT is pregnant, they know they are riding at their own risk and the risk of their unborn child.

CONDITIONS OF NATURE

The PARTICIPANT agrees that the PREMISES OWNER is not responsible for any injuries or death, for acts, occurrences, or elements of nature that can scare a horse or pony, cause it to fall, or react in some other unsafe way.

ACCIDENT, MEDICAL AND PERSONAL LIABILITY INSURANCE

Should medical treatment be required, the PARTICIPANT, or the PARTICIPANTS insurance company shall pay for all such incurred expenses. Should the PARTICIPANT 's actions or that of the PARTICIPANT's horse or pony cause injury or damage of any kind, the PARTICIPANT or the PARTICIPANT's personal liability insurance shall pay for such damages, except if caused by the gross negligence or misconduct of the PREMISES OWNER, its agents, or employees.

PROTECTIVE HEADGEAR WARNING

The PARTICIPANT has been warned and advised to purchase and wear an ASTM/SEI approved riding helmet, and that wearing a riding helmet while mounting, riding, dismounting, and otherwise being around horses or ponies, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. The PARTICIPANT has been advised that all minors must wear riding helmets while in proximity to horses or ponies while on the PREMISES.

LIABILITY RELEASE

In consideration of the PREMISES OWNER allowing the PARTICIPANT'S participation in horseback riding or any other activity on the farm under the terms set forth herein and except in the event of gross negligence or misconduct by the PREMISES OWNER, its agents or employees, the PARTICIPANT agrees as follows: to hold harmless and release the PREMISES OWNER, its agents and employees from liability, claims, demands, losses, or damages on the PARTICIPANT'S account; *to the fullest extent that such covenant is permitted by applicable law*, to not bring any claims, demand, legal actions and causes of action, against the PREMISES OWNER for any losses, including without limitation economic and non-economic losses due to bodily injury, death, property damage, sustained by the PARTICIPANT in relation to activities occurring at the PREMISES or the operations of the PREMISES to include while riding, handling or otherwise being near horses, ponies, donkey's, dogs, or puppies owned by or in the care, custody and control of the PREMISES OWNER; and that if, despite this release, waiver of liability, and assumption of risk the PARTICIPANT, or anyone on the PARTICIPANT 's behalf makes a claim under this provision against the PREMISES OWNER, PARTICIPANT indemnify, save, and hold harmless the PREMISES OWNER from any loss, liability, damage, or reasonable costs which it may incur as the result of such claim.

PHOTOGRAPHIC/VIDEO RELEASE

While at Wito Hollow Farm and on the properties at 6089 Fishers Station Rd. Lothian, MD 20711 you are being notified that you are being audio and visually recorded by our security cameras. This is serving as your notification without being notified verbally. These recordings are used for security purposes.

I, _____, hereby authorize Wito Hollow Farm, its subsidiaries, or affiliates companies to:

- a) Record my likened, voice and/or property on a video, audio, photographic, digital, or electronic or any other medium.
- b) Use my name in connection with these recordings.
- c) _____ I give permission to use my name in connection with these recordings.

OR

_____ I DO NOT give permission to use my name in connection with these recordings. (Unless it is being used for evidence for a police investigation under those circumstances, we do not need your permission, a warrant will be obtained by investigators).

- d) Use, reproduce, exhibit, or distribute in any medium (e.g., advertising, print, publications, video, tapes, CD-ROM, Internet/WWW) these recordings for any purpose that Wito Hollow Farm and those acting pursuant to its authority, deem appropriate, including commercial and non-commercial purposes.

I hereby release Wito Hollow Farm, its owners, directors, staff, and any affiliated companies from any personal or proprietary right I may have in connection with such use.

SIGNER STATEMENT OF AWARENESS AND AGREEMENT

I have read and voluntarily sign this Farm Participant Agreement, Waiver and Liability Release, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature.

I understand and agree that all rules, regulations, and instructions (written or verbal) must be followed by all persons (including individuals, minor children) and agree that it is my responsibility to notify all my guest of the possible hazards, and of said rules regulations and instruction. (See Rules that are hung on the door in the aisle way of the barn)

I freely and voluntarily waive any and all rights to any additional notice, and agree to hold harmless and indemnify Wito Hollow Farm, its owners, managers, staff, agents, volunteers, or horse-owners, for any accident, injury, third party act or possible legal responsibility for any act or omission, to myself and/or horse, including but not limited to the equipment, facilities, and grounds of Wito Hollow Farm, for myself or any person present or participating at my request and with my permission.

Participant Signature or Parent Signature (if Participant is Under 18 years old)

Date

Printed Name of Participant /Parent