



Release of Liability/RIDER

This Agreement/Release of Liability is made and entered into this ____ day of _____, 2023 by and between The Chesapeake Dressage Institute, Inc., Katherine Properties, Inc., and Katherine Properties, LLC, and all entities and persons associated or affiliated with any of the foregoing, including but not limited to their respective successors, assigns, partners, subsidiaries, franchisees, affiliates, officers, directors, members, stockholders, investors, employees, contractors, family members and agents (hereinafter collectively designated as "OWNER"), and _____, and if the RIDER is a minor, RIDER's parent or guardian, _____, and all entities and persons associated or affiliated with any of the foregoing, including but not limited to their respective successors, assigns, partners, subsidiaries, franchisees, affiliates, officers, directors, members, stockholders, investors, employees, contractors, family members and agents (hereinafter collectively designated as RIDER), regarding the presence today and all future dates, if any, of RIDER on OWNER's property and/or use of services and/or facilities of OWNER.

RECITALS

WHEREAS, OWNER provides various services relating to the equine industry, including but not limited to the training of and boarding for horses, and services relating to the training of and boarding for horses, including but not limited to grooming, feeding, shoeing, worming, and training of horses and riders, and emergency medical care for horses pursuant to a limited power of attorney, some as to which OWNER contracts with independent contractors to provide such services, and some as to which are provided by OWNER, (hereinafter "OWNER'S services"); and

WHEREAS, RIDER understands, represents and acknowledges that horses are dangerous animals and serious injury and death can occur from, including and without limitation, kicks, bites, missteps and unanticipated movements; and

WHEREAS, RIDER understands, represents and acknowledges that horseback riding is a recreational but inherently dangerous sport for riders, observers, trainers, assistants to trainers and/or guests, and serious injury and death can occur from horseback riding, including without limitation, falls,

collisions with other horses and/or stationary objects, and/or the unavailability of emergency medical care, and is, among other things, aware that appropriate headgear must be worn while mounted on OWNER'S premises; and

WHEREAS, RIDER understands, represents and acknowledges that property damage arising from the maintenance of horses and horseback riding can occur, including but not limited to injury to the horse itself, and theft and damage to trailers, equipment and vehicles; and

WHEREAS, there are other facilities in the Anne Arundel County, Maryland area providing services similar to those provided by OWNER, but RIDER chooses to use OWNER'S facilities and services; and

WHEREAS, RIDER agrees to be present on OWNER'S property and/or use OWNER'S services subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of OWNER allowing RIDER on its property and/or RIDER'S use of OWNER'S services, RIDER hereby agrees as follows:

1. The Recitals set forth above are incorporated herein by reference.
2. RIDER freely, voluntarily, willingly and knowingly (i) waives all claims and causes of action of any kind relating to RIDER'S presence on OWNER'S property and/or RIDER'S use of OWNER'S services, and (ii) assumes all risks associated with RIDER'S presence on OWNER'S property and/or RIDER'S use of OWNER'S services. RIDER further states that he/she (i) is present on OWNER'S property and/or uses OWNER'S services at RIDER'S sole risk, and (ii) OWNER shall not be liable to RIDER for any claims, demands, injuries, damages, actions or causes of action whatsoever to RIDER'S person or property arising out of or in connection with RIDER'S presence on OWNER'S property and/or RIDER'S use of the facilities provided by OWNER and/or OWNER'S services. RIDER further expressly hereby forever releases and discharges OWNER from all claims, demands, injuries, damages, actions or causes of action, and from all acts of active or passive negligence on the part of OWNER, and/or any vicarious liability arising from the deliberate act of any person, relating to RIDER'S presence on OWNER'S property and/or RIDER'S use of OWNER'S services.
3. RIDER freely, voluntarily, willingly and knowingly agrees (i) not to sue OWNER on account of and/or in connection with any cause of action arising out of RIDER'S presence on OWNER'S property and/or RIDER'S use of OWNER'S services, including without limitation, those based on death, bodily injury, and property damage, including but not limited to any injury arising from services provided by a groom or handler, and/or loss or theft due to any reason whatsoever, and (ii) that RIDER shall indemnify OWNER against, defend OWNER, and hold OWNER harmless from, any and all claims, causes of action, damages, judgements, costs, or expense, including attorney's fees, which in any way arise from RIDER'S presence on OWNER'S property and/or RIDER'S use of OWNER'S services.
4. This Agreement is made and entered into the State of Maryland, and shall be enforced and interpreted under the laws of the State without regard to conflicts of law. Should any provision of this Agreement be deemed unenforceable, voidable or void, the remaining provisions shall nevertheless continue in full force.
5. Notwithstanding anything contained herein to the contrary, nothing herein shall be construed to convey any right or license arising from RIDER'S use of or presence on OWNER'S property or RIDER'S

use of OWNER'S services, RIDER'S presence on and/or use of OWNER'S property, or use of OWNER'S services, all of which is subject to OWNER'S sole and absolute discretion, which discretion may be revoked or denied for any reason whatsoever.

Rider's Name (Please Print)

Rider's Signature

Rider's Parent or Guardian if Rider is a minor

Contact Information (Address, Phone, Email)