



A DESTINATION FOR ALL SEASONS & REASONS!

## BONITA FARM PARTICIPANT AGREEMENT

### Assumption of Risk, Waiver of Liability, and Indemnification Agreement

**Assumption of Inherent Risks:** I understand and assume the inherent risks involved in equine and other farm activities, which risks include, but are not limited to, bodily injury, physical harm and even death to horses, riders, and spectators from using, riding or being in close proximity to horses or other farm activities as may occur in normal use. I acknowledge that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. Further, I understand that "inherent risks of equine and other farm activities" shall mean those dangers or conditions which are an integral part of equine and other farm 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 (fixed or otherwise);
- limited availability of emergency medical care; and
- the potential of a participant or spectator 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.

**Waiver of Liability:** For the privilege of visiting Bonita Farm, participating in any activities conducted by Bonita Farm and being in and around horses today and on all future dates, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge Bonita Farm Partnership (hereinafter "Bonita Farm"), its members, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness to myself or any family member, guest, or spectator accompanying me, or to any personal property (including private vehicles) owned or operated by myself, a family member or guest while on the premises operated and owned by Bonita Farm or participating in any activity conducted by Bonita Farm resulting from the inherent risks of equine and other farm activities or from the ordinary negligence (active or passive) of Bonita Farm.

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

**Indemnification:** I also agree to hold harmless, defend, and indemnify Bonita Farm (including, but not limited to, costs associated with defending a suit, judgment, courts costs, investigation costs, and reasonable attorney fees) from any and all claims of mine, my family members, my guests, or other individuals arising from my injury or loss due to my participation as visitor, spectator, handler, or rider. I further agree to hold harmless, defend, and indemnify Bonita Farm against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation as a visitor, spectator, handler, or rider.

**Acknowledgements, Assertions, and Agreements:** I warrant that a full and fair disclosure of my equestrian experience, handling and riding abilities has been made to Bonita Farm, its managers, employees, volunteers, and agents. Further:

**Health Status** – I assert that I:

- Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation as a spectator, handler, or rider in equine activities; or
- Have fully disclosed to Bonita Farm management any chronic conditions that could impair my ability to participate as a rider, handler, or spectator and have provided a doctor's release permitting my participation (if applicable); and
- Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

**Rules & Safety Equipment** – I agree:

- To abide by the rules and regulations established by Bonita Farm.
- That Bonita Farm is conducting all activities in good faith and may find it necessary to terminate my participation if it is determined that I am uncooperative or incapable of safely meeting the rigors of the activity; and
- I accept Bonita Farm's right to take such actions for the safety of myself, other participants, and/or the horses.

**Covenant not to Sue; Mediation; Venue; and Severability Clauses:** I covenant not to sue Bonita Farm Partnership or its members, managers, employees, and agents for any present or future claim arising directly or indirectly from my participation with equines or any other activities conducted by Bonita Farm. This includes claims resulting from the inherent risks of equine and other farm activities and the active or passive negligence of Bonita Farm.

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 Bonita Farm. 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 and reimbursement of mediation fees. All mediation and legal actions shall be conducted in Harford County, Maryland.

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, guest, or spectator at Bonita Farm or as a rider, handler, trainer, or spectator in lessons, training, or special events provided by or held at Bonita Farm and, therefore, not sign this Agreement. I understand there is no public policy in Maryland prohibiting the use of this waiver and that I may also 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 Bonita Farm Partnership, its clinicians/trainers/instructors, owners, members, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of equine/farm activities or the active or passive ordinary negligence of Bonita Farm. 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 Bonita Farm, to the greatest extent allowed by the laws of Maryland.

**Participant First & Last Name**

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**Address**

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**City, State, Zip**

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**Phone**

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**Email**

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**Date**

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**Participant Signature**