

COLUMBIA HORSE CENTER, INC.

HORSE RENTAL, RIDING AND BOARDING AGREEMENT WAIVER OF LIABILITY AND ASSUMPTION OF RISK

301-776-5850 ▪ www.Columbiahorsecenter.com

2018 PONY PAL SUMMER CAMP REGISTRATION

Please circle week(s) which campers are attending. Each week \$472; before and after care \$90.00

Week 1: June 18 – June 22

Week 4: July 09 – July 13

Week 7: July 30 – August 3

Week 2: June 25 – June 29

Week 5: July 16 – July 20

Week 8: August 6 – August 10

Week 3: July 2 – July 6 (4th: ½ day, close 12:30)

Week 6: July 23 – July 27

Week 9: August 13 – August 17

RIDER'S INFORMATION

Rider's Name: _____ Age _____ Birth Date _____

Address: _____

Home Phone: _____ Work: _____ Cell: _____

Email: _____

In Case of Emergency Call: _____ Phone Number: _____

RIDING EXPERIENCE (please circle): NONE WALK TROT/JOG CANTER/LOPE JUMP

May we send you information on future activities at Columbia: Yes ___ No ___

How did you learn about us (Please circle one.) Yellow Pages, Newspaper (which one) _____, Internet _____

Friend, Columbia Sign, Other _____

RELEASE OF LIABILITY. PLEASE READ CAREFULLY. THIS AFFECTS YOUR LEGAL RIGHTS:

The undersigned has been advised that horses can be unpredictable and that there is risk of serious injury or death involved in grooming, handling or riding them. The undersigned agrees to assume all such risks when using Columbia Horse Center (CHC) horses. Also, the Undersigned, along with family, estate, heirs or assigns agrees to release/hold harmless CHC, its agents & employees, from & against any claim, action, damage, expense, loss or liability paid, suffered, or incurred whether or not foreseen, as a result of using CHC horses & equipment and/or as a result of CHC's own negligence or carelessness. In consideration of the above, the Undersigned agrees to abide by all rules & regulations which may be posted in the barn or announced by a CHC agent or employee.

Please initial each paragraph:

_____ A. **NATURE OF AGREEMENT.** In consideration of the services **Columbia Horse Center, Inc., ("Columbia")**, its owners, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf (all hereinafter referred to as "**Columbia**"), I agree to release and discharge **Columbia**, on behalf of myself, my spouse, domestic partner, children, parents, heirs, assigns, personal representative and estate, from any liability that may arise there from as set forth below.

_____ B. **RISK CLASSIFICATION.** I understand horseback riding is an **INHERENTLY DANGEROUS ACTIVITY**, and there are numerous known and unknown risks in this activity, despite all customary safety precautions. Horseback riding is classified as a rugged adventure recreational sport. I understand its risks cannot be eliminated without jeopardizing the essential qualities of horseback riding. I acknowledge horseback riding, including instruction, could result in serious physical or emotional injury, or other damage to myself, third parties, and my own or others' property. Such injuries can be severe, requiring more hospital days and resulting in more lasting residual effects, than injuries resulting from less dangerous activities.

_____ C. **ACKNOWLEDGMENT OF RISKS.** I acknowledge the known and inherent risks of horseback riding include, but are not limited to, the following, many of which can scare a horse, cause it or its rider to fall or react in an unsafe manner: 1) weather conditions, including temperature, wind and wind driven objects, rain and snow, lightning, thunder, fog and excessive heat and sun, some of which may change quickly; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) trail and ring conditions, including icy, snowy, muddy, slippery and loose footing, water crossings, falling rocks, branches and timber, fences, natural and man-made changes in the landscape and motorized or non-motorized traffic; 4) contact with plants, insects, reptiles, dogs, and other wild or domestic animals reptiles which may walk, run or fly near, or may bite or sting, a horse or rider; 5) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 6) unavailability of telephone or other communication services to summon aid or for other purposes, 7) my own physical condition and or omissions; 8) my own and other riders' attempts to exceed riding skills or riding in a careless, reckless or improper manner; 9) injury to a horse; 10) the failure of a horse to respond to a rider's commands; 11) unpredictability of a horse's behavior; including, but not limited to, stopping suddenly, rearing, swerving, spinning becoming "spooked," bucking, suddenly accelerating, kicking, falling down, dipping its neck or body or grazing; 12) my own failure or that of other riders to follow the safety guidelines and commands or instructions of those giving lessons or guiding trail rides; 13) improper use of equipment; 14) inadequate repair or maintenance of **Columbia's** facilities and equipment including but not limited to saddles bridles and other riding equipment; 15) manufacturing or other defects, both apparent and latent, in equipment supplied or used by **Columbia**; 16) vehicular or pedestrian accident while riding a horse on public streets or roadways, 17) vehicular or pedestrian accident while being transported or walking to or from **Columbia Horse Center** or any of its staging areas; 18) error or negligence on the part of independent contractors using the facilities of **Columbia** or on the part of employees , or volunteers of **Columbia**, including , insufficient, wrong or inappropriate instruction or assistance.

_____ D. **ASSUMPTION OF RISK.** I knowingly and voluntarily assume all of the risks inherent in engaging in horseback riding, including those that may not be specifically enumerated herein.

_____ E. **NATURE OF COLUMBIA'S HORSES.** Although **Columbia** chooses its horses for their calm dispositions and sound basic training, no horse is completely safe. Horses are larger, more powerful and faster than a human. If a rider falls from a horse to the ground, it will generally be a distance of 3-1/2 to 5-1/2 feet, and the impact may result in injury to the rider. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts, which include, but are not limited to: 1) stopping short; 2) changing direction or speed at will; 3) shifting its weight; 4) bucking, rearing or kicking; 5) biting; and 6) running from danger. Due to the unpredictability of a horse's behavior, **Columbia** makes no warranty of any kind, express or implied, as to the habits, disposition, suitability, nature or physical condition of any horse.

_____ F. **SADDLE, GIRTHS AND EQUIPMENT- NATURAL LOOSENING.** I understand saddle girths (saddle fasteners around the horse's belly) may loosen before or during a ride. If a rider notices such loosening, he or she must alert the nearest guide, instructor or **Columbia** employee as quickly as possible so action may be taken to avoid slippage of the saddle and a potential fall from the horse. I also understand that I or my child is responsible for checking and knowing when equipment is unsafe, including but not limited to bridles, bits, reins, girths, stirrup leathers, badly fitting saddles and other control or riding equipment. If you do not know how to inspect the equipment, you must notify an instructor or employee of Columbia Horse Center before mounting.

_____ G. **PROTECTIVE HEADGEAR.** **Columbia** provides riding helmets for the Trial/Introductory Lesson, and I understand that wearing such headgear while mounting, riding, dismounting and otherwise being around horses may, but is not guaranteed to, prevent or reduce the severity of some head injuries. I understand that **Columbia's** protective headgear may not be a perfect fit for each rider's head, and may not be suitable for riding or might have defects and that once provided, I will be responsible for securing such headgear at all times. **Columbia** makes no representations or warranties concerning the condition or quality of the headgear it has offered me. I understand all students must buy their own riding helmet meeting current safety standards, and wear it when riding.

_____ H. **LEGAL ACTIONS CONCERNING AGREEMENT.** Should **Columbia** or anyone acting on its behalf be required to incur attorney's fees and costs in an action or proceeding brought by me that is barred by this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that substantive Maryland state law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity or enforceability of this Agreement, and that any legal action resulting from my participation in this activity shall be brought only in Montgomery County, Maryland. In the event that any portion of this Agreement is deemed invalid or unenforceable, all other portions of this Agreement shall remain in full force and effect.

_____ I. **WAIVER OF LIABILITY OR CONDITIONS OF PARTICIPATION.** I, as the rider, or on behalf of my child if the rider is a minor, hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **Columbia** from any and all claims, demands, or causes of action which are in any way connected with my participation in any equestrian activity or use of **Columbia's** horses, equipment, stables or facilities, including any such claims which allege negligent acts or omissions by **Columbia**. I **will not** initiate a lawsuit nor bring any claims, demands, or causes of action against **Columbia** for any economic or noneconomic losses due to bodily injury, property damage, sustained by me or my minor children in relation to the premises and operations of **Columbia**, to include while riding, handling, or otherwise being near horses owned by, or in the care of, **Columbia**, whether on or off the premises of **Columbia**. I further expressly agree and promise to accept and assume all of the risks existing in horseback riding. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks of participating in horseback riding.

_____ J. **STATEMENT OF HEALTH INSURANCE.** **Columbia** requires all participants of its activities to have and maintain a health **insurance** policy, and by signing this release I am affirming that I do have and maintain a health insurance policy. I further understand that in the case of an injury while participating at **Columbia**, it will be my only resource for compensation for that injury.

_____ K. **SIGNER STATEMENT OF AWARENESS AND UNDERSTANDING.** By signing this document, I acknowledge that if I am hurt or any property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **Columbia** on the basis of any claim which I have released herein. I have had sufficient opportunity to read this entire document and ask any questions that I may have. I acknowledge that I would have alerted **Columbia** if my comprehension of the English language is not sufficient to fully appreciate this Agreement's provisions. I have read and understand it, and I agree to be bound by its terms on this and every occasion hereafter upon which I may rent, borrow, stable, take lessons, or otherwise use a horse from **Columbia Horse Center, Inc.** I affirm that all facts concerning the rider's physical and medical condition, age, and experience are true and correct.

Signature of Parent/Guardian: _____

Print Name: _____

WITNESS _____

Print Name: _____

Staff Member of Columbia

I have gone over this entire document paragraph by paragraph with the client named above and have verbally asked if they understood and agreed to its terms without addition or deletion,

Signed: _____ Dated: _____, 20_____.

Cost of camp session due: _____

Cost of B/A care due (if Applicable): \$90.00 (Please Circle if your child will be part of the B/A Program)

Total amount due: _____

Deposit Received/check # or cc type: _____

Balance due by one week prior to camp: _____