**Release of Liability for Rider and Student**

This RELEASE OF LIABILITY is made and entered into on the \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by and between Stephanie Serenati-Merkel owner of the Merkel Farm Equestrian Center (MFEC), heir in after designated as OWNER, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, here in after designated as RIDER/STUDENT, and if Rider/ Student is a minor, Rider’s / Student’s parents or legal guardian, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In consideration of the use, today and on all future dates, of the Owner’s horse(s), property, facilities, and services (including lessons, Day Camps, Unbridled Rehabilitation Services, traveling to and from horse shows, and trail rides), the Rider / Student, his or her, successors, assigns, and legal representative, herby expressly agree to the following:

1. Rider / Student has inspected the property and the facilities of the Owners, and understands that the property and facilities of the Owners shall be open to the Rider/ Student’s continued inspections for the period of this release of liability.
2. Rider / Student shall carry full and complete insurance coverage on his horse, personal property, and himself.
3. RIDER / STUDENT ASSUMES ANY AND ALL RISK INVOLVED IN OR ARISING FROM RIDER’S USE OF/OR PRESENCE UPON OWNERS’ HORSE(S), PROPERTY, AND FACILITIES, including without limitation, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary object, fire or explosion, the unavailability of emergency medical care, and/or the negligence or deliberate act of any person. Rider / Student fully understanding that the activity of mounting, riding, boarding, feeding, or even being near a horse, involves numerous dangers and risk of injury to the Rider / Student and others.
4. Rider / Student shall hold Owners and all of Owner’s heirs, successors, assigned, franchisees, affiliated, employees and agents completely harmless and not liable, and release them from any and all liability whatsoever, and AGREES NOT TO PURSUE LEGAL RECOURSE against them on account of or in connection with any claim of action, injuries, damages (including incidental or consequential damages), cost or expense arising out of Rider’s / Student’s use or presence upon Owners’ horse(s), property and facilities, including without limitation, those based upon death, bodily injury and/or property damage.
5. Rider / Student agrees to waive the protection afforded by any stature or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to at the time of executing the release.
6. Rider / Student shall indemnify and defend Owners and all Owner’s heirs, successors, assigns, franchisees, affiliates, employees, and agents against, and hold harmless from any and all claims, causes of action, damages, judgements, cost or expenses, including attorney’s fees, which in any way arise from Rider’s / Student’s use or presence upon the Owner’s horse(s), property and facilities.
7. Rider / Student shall abide by all of Owner’s rules and regulations, including but not limited to:
   1. Rider / Student will wear safe riding attire, including long pants, riding boots or shoes with a heel and sole that not contain a deep tread, and an equestrian helmet that meets or exceeds ASTM/SEI certified safety standards;
   2. Riding in a safe manner appropriate for horse and rider’s abilities and temperament, weather, terrain, visibility, and ground conditions;
   3. No riding through occupied pastures, landscaped areas, lawns and/or planted fields; and
   4. No riding near house, barns, vehicles, farm equipment, traffic, pedestrians and/or farming activities.
8. Rider / Student is using own horse, the horse shall be free from infection, contagious and/or transmissible diseases. Owner reserve the right to refuse hose if not in proper condition and/or deemed dangerous or undesirable.
9. Owners reserve the right to restrict or terminate, without advance notice, Rider’s / Student’s use of and/or access to all or portions of Owner’s property. For purposes of this agreement, either of the Owners may act independently upon behalf of both Owners. In addition, Owners; designated representative (i.e., their stable manager) may restrict or terminate, without advance notice, Rider’s / Student’s use of and/or access to all or portions of the Owners’ property.
10. This contract is non-assignable and non-transferable, and is made and entered into the State of Maryland, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause shall be modified to the minimum extent necessary to render it not in conflict with State Law, and in its modified form, shall be enforceable and enforced. When the Owners and Rider / Student and/or his parent or legal guardian (if Rider / Student is a minor) sign this contract, it will be binding on both parties, subject to the above terms and conditions.

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Stephanie Serenati-Merkel, Owner Date

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Rider Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Legal Guardian Date

Address: Phone:

Emergency Contact: E-mail:

**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19(Coronavirus)**

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate at the Merkel Farm Equestrian Center, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19 (Coronavirus). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Merkel Farm Equestrian Center, its employees, other participants, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases, specifically including Coronavirus. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent guardian/signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Farm Copy - Merkel Farm Equestrian Center Lesson Policies**

1. Merkel Farm Equestrian Center has a 24 hour cancellation notice policy. If you cannot make your lesson and must cancel you must call, text, or email within 24 hours. If you do not notify staff you will be charged for the lesson. The cancelled lesson cannot be rescheduled.
2. In the event you do need to reschedule please email or call well in advance of your lesson to make time for staff to adjust the schedule.
3. Once you pay a package of lessons you must schedule or use the paid lessons within 30 days. If you do not schedule or use the paid lessons within that time frame you will lose out on any paid lessons left and will have to pay a new package of lessons in order to be placed on the schedule.
4. If you cancel or are a NO CALL NO SHOW for a minimum of 2 weeks you will be removed off of the schedule and will be charged if no notice was given 24 hours prior.
5. Merkel Farm requires riders to be on time for their lessons. If the rider is a minimum of 15 minutes late to the lesson without any notification, call and/or email the rider will miss their lesson and be charged for the lesson.
6. Please note we have an automatic renewal policy for lessons. This means you will automatically be charged a new package of lessons once your current package is up. You must pay for new package by 3rd lesson of current package. You must notify staff 2 lessons prior if you wish to completely end lessons.
7. In the event the rider owes for a packages of lessons, if the rider does not pay by the 2nd lesson of the new package, they will not be allowed to ride and will be charged for the missed lesson. The rider will not be allowed to ride until payment has been caught up.

**LESSON PRICES ARE SUBJECT TO CHANGE!!!!!!!!!**

Here are the current prices for lessons listed below:

Evaluation lesson/ One time lesson - $\_\_70\_\_\_

Package of 4 private hour lessons - $\_\_260\_\_\_

Package of 4 group hour lessons - $\_\_200\_\_\_

Merkel Farm Equestrian Center: Date:

Parent/ Legal Guardian/ Adult over the age of 18: Date:

**Parent Copy -Merkel Farm Equestrian Center Lesson Policies**

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Package of 4 group hour lessons - $\_\_200\_\_\_

Merkel Farm Equestrian Center: Date:

Parent/ Legal Guardian/ Adult over the age of 18: Date: