**Release of Liability for Rider and Student**

This RELEASE OF LIABILITY is made and entered into on the \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, the Merkel Farm Equestrian Center, LLC (hereinafter “MFEC”), hereinafter designated a, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, here in after designated as RIDER/STUDENT/VOLUNTEER, and if Rider/Student/Volunteer is a minor, Rider’s/Student’s/Volunteer’s parent(s) or legal guardian, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In consideration of the use, today and on all future dates, of the equipment, horse(s), property, facilities, and services (including lessons, Day Camps, Children Matter-Therapy 4 Kids, traveling to and from horse shows, and trail rides), of MFEC, its member(s), agent(s) or assign(s), the Rider/Student, his or her successors, assigns, parents or guardians, and legal representative, hereby expressly agree to the following:

1. Rider/Student and, if applicable, Rider’s/Student’s Parent/Guardian, has inspected the property and the facilities of MFEC and understands that the property and facilities of the MFECs shall be open to the Rider/ Student’s continued inspections for the period of this release of liability.
2. Rider/Student/Volunteer, or such person’s parent/guardian, shall carry full and complete insurance coverage on his/her horse, personal property, and for the acts of himself or herself.
3. RIDER/STUDENT/VOLUNTEER ASSUMES ANY AND ALL RISK INVOLVED IN OR ARISING FROM RIDER’S USE OF/OR PRESENCE UPON MFECS’ EQUIPMENT, 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. Rider/Student/Volunteer 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/Volunteer and others.
4. Rider/Student/Volunteer shall hold MFECs and all of MFEC’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/Volunteer’s use or presence upon MFECs’ horse(s), property and facilities, including without limitation, those based upon death, bodily injury and/or property damage.
5. Rider/Student/Volunteer 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/Volunteer shall indemnify and defend MFECs and all MFEC’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/Volunteer’s use or presence upon the MFEC’s horse(s), property and facilities or any animal then under Rider’s/Student’s/Volunteer’s care or control.
7. Rider/Student/Volunteer shall abide by all of MFEC’s rules and regulations, including but not limited to:
   1. Rider/Student/Volunteer will wear safe riding attire, including long pants, riding boots or shoes with a heel and sole that do 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 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 houses, barns, vehicles, farm equipment, traffic, pedestrians and/or farming activities.
8. If Rider/Student/Volunteer is using their own horse, the horse shall be free from infection, contagious and/or transmissible diseases. MFEC reserves the right to refuse any animal access to the Facilities if such animal is not in proper condition and/or deemed dangerous, contagious, or otherwise undesirable.
9. MFEC reserves the right to restrict or terminate, without advance notice, Rider’s/Student’s/Volunteer’s use of and/or access to all or portions of MFEC’s property.
10. MFECs designated representative (i.e., its stable manager or other employee or agent) may restrict or terminate, without advance notice, Rider’s/Student’s/Volunteer’s use of and/or access to all or portions of the MFECs’ property.
11. This contract is non-assignable, non-transferable and is made and entered into the State of Maryland and shall be enforced and interpreted under the laws of the state of Maryland. Should any clause be found unenforceable that clause shall be severed and the remainder of this Agreement shall remain in full force and effect.
12. When the MFECs and Rider/Student/Volunteer and/or his or her parent or legal guardian (if Rider/Student/Volunteer is a minor) sign this contract, it will be binding on both parties, subject to the above terms and conditions.

For Merkel Farm Equestrian Center, LLC

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Stephanie Serenati-Merkel, Date

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

Rider/Volunteer Date

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

Parent/Legal Guardian Date

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name and phone number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INDEMNIFICATION FOR EXPOSURE TO COMMUNICABLE DISEASES INCLUDING COVID-19 (Coronavirus)**

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate or have their minor child participate in equestrian activities at the Merkel Farm Equestrian Center (MFEC), the undersigned acknowledges, understands, and agrees that:

1. They or their minor child will not attend any activities if any person in the household has symptoms of illness including respiratory distress, fever, cough, runny nose, or loss of smell or taste; and
2. That if any person in their household has had any such symptoms in the last seventy-two (72) hours, they will test for Covid prior to attending activities at the MFEC and will only attend if such test is negative for Covid infection and any person attending is fever free and has been fever free for at least forty-eight (48) hours without the use of fever reducing medication; and
3. The undersigned agrees that if any person in their household presents with the above noted symptoms within forty-eight hours of attending activities at MFEC, they will test all attendees for Covid, and if such test is positive will promptly notify MFEC personnel of such illness; and
4. The undersigned understands that if they present with any such symptoms they will be instructed to leave the MFEC facilities; and

**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, but not limited to, Coronavirus (Covid-19). 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 Releases, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releases 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 Lesson Policies and Prices**

***By entering the property all riders and parents agree to the policies listed below***

**Merkel Farm Equestrian Center** has a 24 hour cancellation notice policy. If you cannot make your lesson due to sickness/last minute conflict/ vacation, etc. you must call, text, or email 24 hours before the lesson. If you do not notify staff 24 hours beforehand you will be charged for the lesson. The cancelled lesson cannot be rescheduled.

**Use or Forfeit Policy: In the event** you do need to reschedule your lesson, please email or call well in advance of your lesson to coincide with the 24 hour cancellation policy. Lessons either need to be rescheduled or the rider forfeits the lesson. It’s up to the rider/parent to reschedule said lesson.

**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 forfeit any paid lessons left and will have to pay a new package of lessons in order to be placed on the schedule. Packages of lessons cannot be “pushed back”.

**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.

**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 forfeit their lesson and be charged for the lesson.

**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 the new package by the 3rd lesson of the current package. You must notify staff 2 lessons prior if you wish to completely end lessons.

**In the event** the rider owes for a package 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 - $\_\_80\_\_\_

Package of 4 private hour lessons - $\_\_300\_\_\_

Package of 4 group hour lessons - $\_\_240\_\_\_

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

**Parent Copy - Merkel Farm Lesson Policies and Prices**

***By entering the property all riders and parents agree to the policies listed below***

**Merkel Farm Equestrian Center** has a 24 hour cancellation notice policy. If you cannot make your lesson due to sickness/last minute conflict/ vacation, etc. you must call, text, or email 24 hours before the lesson. If you do not notify staff 24 hours beforehand you will be charged for the lesson. The cancelled lesson cannot be rescheduled.

**Use or Forfeit Policy: In the event** you do need to reschedule your lesson, please email or call well in advance of your lesson to coincide with the 24 hour cancellation policy. Lessons either need to be rescheduled or the rider forfeits the lesson. It’s up to the rider/parent to reschedule said lesson.

**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 forfeit any paid lessons left and will have to pay a new package of lessons in order to be placed on the schedule. Packages of lessons cannot be “pushed back”.

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