



Andover Equestrian Center Andy Smith Equestrian Center Columbia Horse Center
433 Andover Rd 584 Broadneck Rd 10400 Gorman Rd
Linthicum Heights, MD 21090 Annapolis, MD 21409 Laurel, MD 20723

RELEASE OF LIABILITY AGREEMENT

This RELEASE OF LIABILITY is made and entered into on the day of _____ (DATE) by and between Morningside Stables, LLC and _____ (NAME), hereinafter designated as Participant, and if Participant is minor, Participant's parent or legal guardian, _____ (GUARDIAN.)

In consideration for the use of Morningside Stables horse(s), property, facilities, equipment and/or services, including but not limited to boarding, riding lessons, therapeutic riding lessons, Hippotherapy, summer camps and horse shows, at the Andover Equestrian Center in Linthicum, MD; the Andy Smith Equestrian Center in Annapolis, MD; and the Columbia Horse Center in Columbia, MD, the Participant, his heirs, successors, assigns and legal representatives, hereby expressly agree to the following:

1. The Participant has inspected the property and facilities at the Andover Equestrian Center in Linthicum, MD; the Andy Smith Equestrian Center in Annapolis, MD; and the Columbia Horse Center in Columbia, MD which is leased and operated by Morningside Stables, and understands that the property and facilities shall be open to Participant's continued inspection for the period of this release of liability.
2. Participant shall carry full and complete insurance coverage on his/her own horse, personal property and him/herself.
3. PARTICIPANT ASSUMES ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF/OR PRESENCE UPON MORNINGSIDE STABLES OR MORNINGSIDE STABLES MANAGED HORSE(S), PROPERTY, FACILITIES AND/OR SERVICES AT THE ANDOVER EQUESTRIAN CENTER, ANDY SMITH EQUESTRIAN CENTER, AND COLUMBIA HORSE CENTER, including without limitation, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence or deliberate act of any person. Participant fully understands that the activity of mounting, riding, boarding, feeding, or even being near a horse, involves numerous dangers and risks of injury to the Participant and others, and fully assumes such risks.
4. Participant shall hold Morningside Stables and all of Morningside Stables officers, directors, assigns, franchisees, affiliates, employees, subcontractors and agents, and both Anne Arundel County and the Columbia Association, its agents, servants and employees, 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), costs or expenses arising out of Participant's use or presence upon Morningside Stables or Morningside Stables managed horse(s), property, facilities, equipment and/or services at the Andover Equestrian Center, Andy Smith Equestrian Center, or Columbia Horse Center, including, without limitation, those based upon death, bodily injury and/or property damage.
5. Participant shall indemnify and defend Morningside Stables and its officers, directors, assigns, franchisees, affiliates, employees, subcontractors and agents, and both Anne Arundel County and Columbia Association, its agents, servants and employees, against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in anyway arise from Participant's use or presence upon the Morningside Stables or Morningside Stables managed horse(s), property, facilities, equipment and services, and the Andover Equestrian Center, Andy Smith Equestrian Center, and Columbia Horse Center.
6. Participant shall abide by all of Morningside Stables rules and regulations, including, but not limited to: a) Participant will wear safe riding attire, including long pants, riding boots or shoes with a heel and sole that does not contain a deep tread, and an equestrian helmet that meets or exceeds ASTM/SEI certified safety standards; b) riding in a safe manner appropriate for horse and rider's abilities, and weather, terrain, visibility and ground conditions; c) not riding through occupied pastures, landscaped areas, lawns and/or planted fields; and e) not riding near house, barns, vehicles, farm equipment, traffic, pedestrians and/or farming activities.
7. If Participant is using his or her own horse, the horse shall be free from infection, contagious and/or transmissible diseases. Morningside Stables reserves the right to refuse horse if not in proper condition and/or deemed dangerous or undesirable.
8. Participant acknowledges the contagious nature of covid-19 and the CDC's public health recommendations. Participant further acknowledges that Morningside Stables has put in place preventative measures to reduce the spread of covid-19 and that it can not guarantee that Participant will not become infected with covid-19. Participant understands that the risk of becoming exposed to and/or infected by covid-19 may result from the actions, omissions, or negligence of self and others, including, but not limited to, instructors, boarders, workers, and other students and their families. Participant voluntarily seeks services provided by Morningside Stables and acknowledges that they are increasing their risk to exposure to covid-19.
9. Participant further acknowledges that they must comply with all set procedures, available online and posted on property, to reduce the spread while on Morningside property. Participant attests that they are following all CDC recommended



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guidelines as much as possible and limiting their exposure to covid-19. Participant agrees to remain home in quarantine if tested positive for covid-19 and that they will wait to return to Morningside Stables until the end of the CDC-recommended period and upon a negative test result. Participant hereby releases and agrees to hold Morningside Stables harmless from and waive on behalf of themselves and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses, and compensation for damage or loss to Participant and/or property that may be caused by any act, or failure to act, that may otherwise arise in any way in connection with any services received from Morningside Stables. Participant understands that this release discharges Morningside Stables from any liability or claim that they, their heirs, or any personal representatives may have against the business with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Morningside Stables.

10. Participant hereby authorizes and grants Morningside Stables to take their photos regarding their experiences with Morningside Stables; grants Morningside Stables to use their photos on the website, Facebook, Instagram, and other social media platforms; allows Morningside Stables to edit, alter, copy, or distribute the photos for social media advertising and marketing; agrees that the photos belong to Morningside Stables; and understands that they will not receive any monetary compensation.
11. Morningside Stables reserves the right to restrict or terminate, without advance notice, Participant's use of and/or access to all or portions of the Andover Equestrian Center, Andy Smith Equestrian Center, and/or Columbia Horse Center while leased and operated by Morningside Stables.
12. 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 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 Morningside Stables and Participant and/or his parent or legal guardian (if Participant is a minor) sign this contract, it will be binding on both parties, subject to the above terms and conditions.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF Anne Arundel County, the Columbia Association, and the State of Maryland.

AGREED:

MORNINGSIDE STABLES, LLC

Stephanie Brigham

NAME

Director

TITLE

DATE

PARTICIPANT, PARENT, OR GUARDIAN

NAME PRINTED

NAME SIGNED

DATE

ZIPCODE

PHONE #

EMAIL

EMERGENCY CONTACT INFORMATION

NAME

RELATIONSHIP

PHONE NUMBER