

MEADOWBROOK STABLES' RELEASE OF LIABILITY

This release of Liability is made and entered into on this _____ day of _____, 2008/9, by and between _____, representing Meadowbrook Foundation, Inc., hereinafter designated Manager, and _____, hereinafter designated RIDER; and if Rider is a minor, Rider's Parent/Guardian, _____. In return for use, today and on all future dates, of the property, facilities, and services of the Manager, the Rider, his heirs, assigns and legal representatives, hereby expressly agree to the following:

- 1) It is the responsibility of the Rider to carry full and complete insurance on his personal property and himself.
- 2) Rider agrees to assume any and all risks involved in or arising from Rider's use of or presence upon Manager's property and facilities including without limitation but not limited to 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, or the negligence or deliberate act of another person.
- 3) Rider agrees to hold Meadowbrook Foundation, Inc., the Maryland-National Capital Park and Planning Commission, Manager and all of their successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever, and agrees not to sue them on account of or on connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's use of or presence upon Manager's property and facilities including consequential damage, except if the damages are caused by direct, willful and wanton negligence of the Manager,
- 4) Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
- 5) Rider agrees to indemnify, and defend Meadowbrook Foundation, Inc., and the Maryland-National Capital Park and Planning Commission, and Manager against, and hold them harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys fees, which in any way arise from Rider's use of or presence upon the Manager's property and facilities.
- 6) Rider agrees to abide by all of Manager's rules and regulations.
- 7) This Contract is non-assignable and non-transferable and is made an 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 is null and void. When the Manager and Rider and Rider's parents or guardian, if Rider is a minor, sign this contract. It will then be binding on both parties, subject to the above terms and Conditions, and shall be binding in the heirs, administrators, and assignees of the Rider and Manager.

Manager's Signature

Rider's Signature

(Signature of Rider's Parent or Guardian)

Rider's Address

Emergency telephone number(s) _____