

**CONTRACT TO ASSUME RISK AND WAIVE LIABILITY  
EQUINE RELEASE, WAIVER, AND INDEMNIFICATION**

I, the undersigned participant, and his or her parent or legal guardian if the participant is under the age of 18 years, does/do hereby execute this release, waiver, and indemnification for himself or herself/themselves and his or her/their heirs, successors, representatives, and assigns, acknowledges the inherent risk involved in riding and working around horses. I \_\_\_\_\_, represent that I am an adult signing on my own behalf or on behalf of my minor child named \_\_\_\_\_, and that I wish (or my child or children) to take riding, jumping, horsemanship, and/or Polo instruction or participate in Polo or riding Intensives or trail rides at the Red Eagle Ranch, LLC and/or at the Potomac Polo Club, the Potomac Polo School or any escorted trips or functions sponsored by the above. All of the above will be referred to as M/M Training.

I fully understand that horseback riding, polo, cross-country horseback riding and foxhunting (which includes riding over fences, other obstacles, and steep and rough terrain) are very dangerous activities. I execute this waiver of my rights to sue and agree to assume all risks inherent in equine activities and have notice of all risks inherent in equine activities including (i) the propensity of an equine to behave in dangerous ways and sometimes counterintuitive ways that may result in injury to the participant, (ii) the inability to predict an equine's reaction to sound, movements, objects, persons or animals, and (iii) hazards of surface or subsurface conditions and riding over unknown terrain where hazards may be hidden by vegetation or development. I wish to participate in these activities knowing they are dangerous. I understand that riding horses and working in the stable area has inherent dangers, and that I or my minor child may be seriously injured, or even killed in a horse related accident. By way of illustration, a horse related accident includes being stepped on, kicked or otherwise struck by a hoof, bitten, or a fall from a horse, etc.

M/M Training has represented to me that it will use reasonable care in the selection of horses it allows me or my minor child to ride, and in supervising my or my minor child's riding lessons. I understand that the agents of M/M Training cannot prevent accidents, and I do not expect them to do so. I have been specifically advised that I or my minor child may fall from a horse in the natural course of riding in any of the sponsored activities of M/M Training. If at any time during a lesson I or my minor child becomes fearful to the point I wish to dismount, I or my minor child will so advise my instructor.

I hereby specifically RELEASE, INDEMNIFY AND HOLD HARMLESS Red Eagle Ranch LLC, M/M Training, Mary Louise Muldoon, Joseph A. Muldoon, Jr., Charles Muldoon, Joseph A. Muldoon III, the Potomac Polo Club, the Potomac Polo School, its owners, agents, employees and their instructors from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and NEGLIGENCE except in the event of gross and willful negligence, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my participation in the recreational activities at M/M Training or any claims which may arise out of my or my minor child's activities on or off the premises whether such damage, loss, injury, paralysis or death results from NEGLIGENCE of M/M Training, or its owners, agents, or employees, or from some other cause. I AGREE that in signing this contract, I am binding myself, my survivors, or any other person or entity seeking to assert a claim on my or my minor child's behalf or which arises from an accident occurring at M/M Training even if such accident results in permanently disabling injury or death to me or my minor child.

I have read this contract, understand it completely, and execute it voluntarily with full knowledge of its consequences.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Signature of Witness**

**WARNING: KNOW WHAT YOU ARE SIGNING**

This form will be used to prove that you or your minor child understand the risk of riding sports including trail riding, instruction, polo, jumping or other equestrian activities and that you have made a free choice to ride with M/M Training. This form also restricts and eliminates your or your minor child's ability to file a Lawsuit against M/M Training and their instructors or agents, for injuries you or your minor child may sustain on the premises or on activities sponsored by M/M Training off the premises.

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Please print out this form, complete the requested entries and bring it to your first lesson.