



BLUE FLAG EQUESTRIAN, LLC
WAIVER AND RELEASE OF LIABILITY

Name: _____

Email: _____

Home Address: _____

Primary Phone: _____

Emergency Contact: _____ Phone: _____

I am entering this agreement on behalf of the following, who is my child or legal ward:

Name: _____ (“n/a” if participant is over 18 years old)

DOB: _____ / _____ / _____

IT IS HEREBY AGREED AS FOLLOWS:

1. I, _____ enter into this Agreement voluntarily as a condition of participating in equine activity with Blue Flag Equestrian, LLC and Anna Connor (hereinafter “BFE”). All parts of this Agreement shall apply to myself, and the child/legal ward listed above and will be binding at all times, now and in the future.
2. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** I understand that equines and equine related activities are dangerous and involve inherent risks which may include, without limitation, severe bodily injury, trauma, pain and suffering, permanent disability, paralysis, loss of or damage to personal property including death of horses, riders, and spectators arising from the propensity of horses to behave and react in unpredictable ways and possibly without warning or apparent cause, the potential of a participant or spectator to act in a negligent manner, hazards such as surface or subsurface conditions, contact or collisions with other equines, animals, people, or objects, and other not readily foreseeable and undefined risks and dangers. I voluntarily and knowingly assume all such risks and responsibility for any liabilities, losses, and/or damages that may occur as a result of my participation in equine activities.
3. **WAIVER OF LIABILITY.** I, on behalf of myself, my family members, my heirs, personal representatives, and/or assigns, do hereby agree to release, waive, and discharge BFE and any others acting on their behalf from any liability or responsibility for accident, damage, injury, illness, or death to myself, and/or any horse or equipment owned by me, or any horse or equipment used by me, and/or to any family member or spectator accompanying me while engaging in equine activity with BFE resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of myself, BFE, or other participants.
4. **INDEMNIFICATION AND COVENANT NOT TO SUE.** I agree to release, hold harmless, defend, and indemnify BFE from any and all claims arising out of, resulting from, or relating in any way to my participation in equine activity. I covenant not to sue or to bring any

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claims, demands, actions and causes of action, and/or litigation against BFE or any others acting on their behalf for any and all losses, damages, or expenses except in the event of BFE's wanton and willful misconduct and/or gross negligence.

5. HEALTH AND SAFETY. I represent that I possess the requisite physical and mental skills and abilities to safely participate in equine activity. I certify that I have not been advised to refrain from participating in equine activity by a medical professional. Further, I represent that the mount I am providing is suitable and physically fit for the intended activity, and is free of any known prohibiting injuries and/or health concerns.
6. EQUIPMENT. I assume responsibility for my own safety at all times, and I understand that no protective equipment can guard against all injuries. I agree to provide and wear appropriate clothing including hard-soled boots and an ASTM/SEI approved riding helmet at all times when mounted on a horse. I warrant that the tack, equipment, and facilities utilized are sufficient and safe for their intended purpose.
7. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. This agreement is subject to all valid and applicable Federal, State and local laws, and shall be binding upon the undersigned, their heirs, representatives, and assigns. In the event one or more parts of this contract are found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I certify that I have read this document, that I am at least 18 years old and can sign this Agreement, and that I fully understand its content. I am aware that this is a release of liability and is a contract made in consideration of my participation in equine activity with BFE.

The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Signature: _____

Printed Name: _____

Date: _____ / _____ / _____

Blue Flag Equestrian, LLC
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Washington, DC 20024
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