



PROMISE LANDING FARM

PROMISE LANDING FARM REGISTRATION & RELEASE

PLEASE COMPLETE ENTIRE THREE-PAGE FORM

Please Check One: Visitor: ___ Brd/Cmt Member: ___ Spec Event Volunteer: ___ One Day Vol/Group: ___

Name: _____ Home #: _____ Cell #: _____ DOB: _____

Address: _____ Town: _____ Zip: _____

Email: _____

In case of Emergency, contact: (Parent if minor) _____ Phone: _____

Please indicate any medical conditions or medications we should be aware of in the event of an emergency: _____

AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT: In the event emergency medical aid/treatment is required due to illness or injury while being on the property of the agency, I authorize Promise Landing Farm to: Secure and retain medical treatment and transportation, if needed and release records upon request to the authorized individual or agency involved in the medical emergency treatment.

Date: _____ **Consent Signature:** _____

If volunteer is under 18 years of age, both parent & volunteer/visitor signatures are required.

PHOTO VIDEO & PUBLICITY RELEASE

I DO I DO NOT consent to and authorize the use and reproduction by Promise Landing Farm of any and all photographs and any other audio/visual materials taken of me for promotional material, educational activities, exhibitions or for any other use for the benefit of the program.

Date: _____ **Signature:** _____

If volunteer is under 18 years of age, both parent & volunteer/visitor signatures are required.

CONFIDENTIALITY POLICY: At Promise Landing Farm we place great importance on protecting the confidential information of our clients, our staff and our volunteers. "Confidential Information" includes, but is not limited to, personally identifiable information such as surnames, telephone numbers, addresses, e-mails, etc., as well as the non-public business records of PLF. In particular, medical information about clients, and information about their disabilities or special needs, must be protected as Confidential Information. Volunteers shall never disclose Confidential Information to anyone other than PLF staff. Volunteers must seek staff permission before taking any pictures or videos. I have read and understand the PLF Confidentiality Policy and agree to abide by the same.

Date: _____ **Signature:** _____

If a volunteer is under 18 years of age, both parent & volunteer/visitor signatures are required.

LIABILITY WAIVER AND RELEASE WHEREAS, Participant (which may include but not be limited to a visitor of any nature, rider, or participant in an unmounted lesson) desires to visit the premises of Promise Landing Farm, Inc. ("PLF"), affiliated with Promise Landing Holdings, LLC ("PLH") and Taishoff Family Foundation, Inc. ("TFFI") (collectively "Promise Landing") which is located at 16900 Claggett Landing Road, Upper Marlboro, Maryland 20774 (the "Promise Landing Property"). WHEREAS, Participant understands and acknowledges that horses are housed, trained, ridden, graze, and engage in other equine activities on and about the Promise Landing Property. WHEREAS, Participant understands and acknowledges that, regardless of the amount and/or quality of training provided to horses, horses are unpredictable animals and there are inherent risks of injury and/or illness

to Participant, including serious injury, illness, and/or death, that arise out of or relate to equine activities, such as riding a horse, as well as being next to or in the general vicinity of a horse, as horses engage in dangerous behavior such as kicking, biting, spooking, bucking, falling, and other unpredictable movements. *WHEREAS*, Participant understands and acknowledges that, regardless of the amount of treatment, care, and maintenance provided to the land and facilities located at and on the Promise Landing Property, there are inherent risks of injury to Participant by being on and about a property where equine activities take place. *WHEREAS*, despite the risks associated with participating in equine activities, as well as being on or in the general vicinity of the horses, and being on or about property where equine activities take place, Participant desires to avail him/herself of the Promise Landing Property and the amenities and activities made available by PLF, and Participant further desires to assume all risks of personal injury, death, property damage, or other harm or damage associated with the Promise Landing Property and the amenities and activities made available by PLF. *IN CONSIDERATION* of being permitted to visit the Promise Landing Property, as well as utilize or otherwise participate in the amenities and activities made available by PLF, including equestrian activities, Participant agrees as follows:

- (1) Compliance with PLF Rules. The rules and requirements for participants, visitors, and volunteers of Promise Landing Farm (“PLF Rules”) are posted at various locations on the Property, including, but not limited to, the main office building, and Participant can obtain a copy of the PLF Rules from PLF staff upon request. It is the responsibility of the Participant to acquire and review the PLF Rules promptly following the Participant’s arrival at the Promise Landing Property and before partaking in any equine activity. Participant shall comply with the PLF Rules throughout the duration of Participant’s visit to the Promise Landing Property.
- (2) Release and Waiver of Claims. Participant, for him/herself, and the Participant’s heirs, executors, administrators, personal representatives, successors, and assigns (individually and collectively, the “Releasing Parties”), hereby releases, waives, and forever discharges subsidiaries, and operating affiliates, and each of their current, former, or future directors, officers, employees, shareholders, donors, agents, attorneys, and insurers, as well as each of the foregoing’s successors and assigns (individually and collectively, the “Released Parties”), from any and all claims, demands, causes of action, damages, liabilities, obligations, or other legal responsibilities of any kind, whether known or unknown, in law or equity, based upon, arising out of, or related in any way to Participant’s visit to the Promise Landing Property, including but not limited to, Participant’s participation in any equine related activities offered by PLF and Participant’s general use and enjoyment of the amenities, facilities, and property on or about the Promise Landing Property. Participant understands and acknowledges that this is a GENERAL RELEASE AND ASSUMES THE RISK OF PARTICIPATING IN EQUINE RELATED ACTIVITIES.
- (3) Medical Clearance.
 - a. Participant understands and acknowledges that, for safety reasons, Participant should receive medical clearance from a licensed physician prior to partaking in any equine activity, including being on or about the Promise Landing Property. In the event that Participant has received medical clearance, Participant understands and acknowledges that such clearance does not eliminate the inherent risks associated with equine activities as set forth in this Agreement, and Participant assumes all such risks notwithstanding any medical clearance received. In the event that Participant has chosen to engage in equine activities without receiving medical clearance from a licensed physician, Participant hereby elects to accept full responsibility for any injuries, illness or other harm that may arise as a result of Participant’s failure to obtain such clearance, including but not limited to death, serious injury, or property damage.
 - b. Notwithstanding anything to the contrary herein (i) any Participant that is partaking in any equine activity that is funded by, directly or indirectly, at the direction of, or under any program sponsored, directed, or organized by the Professional Association of Therapeutic Horsemanship Intl. (“PATH” and a “Path Participant”) may not partake in any equine activity without producing a medical clearance from a licensed physician and any right to waive such medical clearance, as set forth in Section 3(a), shall not apply to or be exercisable by such PATH Participant; and (ii) Promise Landing reserves the right to require, in its sole discretion, any Participant to first receive a medical clearance prior to partaking in any equine activity.
- (4) Indemnification and Defense of PLF and TFFI. In the event that Participant violates any of the PLF Rules or elects to engage in equine activities without receiving medical clearance from a licensed physician, any person or entity suffers, endures, incurs, or otherwise experiences any personal injury, death, property damage, or other harm or damage arising out of or related in any way to Participant’s violation of the PLF Rules or election to engage in equine activities without receiving medical clearance from a licensed physician, Participant shall (a) indemnify and hold harmless PLF for any

damages, liabilities, costs, expenses, obligations, or other legal responsibilities PLF bears or otherwise incur with respect to such personal injury, death, property damage, or other harm or damage, whether such damages, liabilities, costs, expenses, obligations or other legal responsibilities are determined as a result of a judgment, settlement, or otherwise, and (b) defend PLF against any claims, demands, allegations, or causes of action filed or otherwise made that arise out of or are related in any way to Participant's violation of the PLF Rules or election to engage in equine activities without receiving medical clearance from a licensed physician, where PLF may choose its own counsel.

- (5) Whereas Clauses are Substantive Terms. The WHEREAS clauses set forth in this Agreement are substantive terms of this Agreement and acknowledgement of those terms is made an express condition of entering into this Agreement.
- (6) If Participant is a Minor. In the event that Participant is a minor child under the age of eighteen (18) or otherwise unable to consent to this Agreement, the Parent or Guardian signing this Agreement on behalf of the Participant represents and warrants that he/she is the parent and/or legal guardian of the Participant and is an individual who is authorized to enter into this Agreement on behalf of the Participant and be bound by its terms.
- (7) Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, said provision, and only the offending language of said provision, shall be severed from this Agreement and the remaining provisions of the Agreement shall remain in full force and effect and be enforced to the extent permitted by applicable law.
- (8) Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the law of the State of Maryland. Any dispute arising out of or related to this Agreement shall be filed and litigated in the District Court of Maryland for Prince George's County or the Circuit Court of Maryland for Prince George's County. Participant consents to personal jurisdiction and venue before such courts and waives any defense based on personal jurisdiction, venue, or *forum nonconveniens* before such courts. Participant acknowledges that this document is a contract and agrees that if a lawsuit is filed against PLF or affiliates for any injury or damage in breach of this contract, the prevailing party shall pay all reasonable attorney's fees and costs incurred.
- (9) Acknowledgement. By signing below, and initialing each page where indicated, the individual signing this Agreement acknowledges that he/she has read the entire Agreement, understands its contents, assumes the risks noted in the Agreement, enters into this Agreement as a matter of his/her choice, and does not rely on any representations other than those contained in this Agreement or the PLF Rules.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THE TERMS OF THIS RELEASE AND WAIVER AGREEMENT. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND SIGNATURE.

Date: _____ **Signature:** _____

If volunteer is under 18 years of age, both parent & volunteer/visitor signatures are required.