



***At Kilmarnock Farm***

**Equestrian Application**

**Name:** \_\_\_\_\_ **Parent/ Guardian name if minor** \_\_\_\_\_

**Age:** 2-7yrs 8-13yrs 14-19 yrs 20-30 yrs 30-40 yrs 40-50 yrs 50-60 yrs 70+ (Please circle)

**Primary Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**Address** \_\_\_\_\_

**Name of owned/ leased horse (s)** \_\_\_\_\_

**Equestrian background**

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**Equestrian ambitions**

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**Services that you are interested in (*please check*)**

**Training for equestrian enthusiasts;**

- Recreational Riding Lessons
- Certification Program
- Certification Program (Non Riding)
- Certification Program (Riding only)
- Certification Program (Trainer)
- Trail Riding
- Birthday Party
- Competition lottery
- Gift Certificates
- Equestrian wellness (Nutrition and Exercise)
- Summer Camp
- Horse Lovers Club ( Non riding drop in program)

**Training for equines;**

- Schooling  
(dressage/show jumping/ cross country – please circle)
- Exercise
- Lunging
- Long reining
- In hand/ ground manners
- Backing/starting
- Therapeutic riding prep



## **Policies & Procedures**

- Payment due day of services provided
- Check only (payable to Kilmarnock Farm LLC)
- 100% of service charged for cancellations made less than 24hrs in advance (no fee for cancellations made 24hrs before schedule session time)
- Cancellations due to unforeseen circumstance such as illness, injury, death or family crisis will result in no fee being charged.
- B.R.S. and Kilmarnock Release of liability MUST be signed by all participants, including center representative if applicable, prior any type of session being conducted
- Participant application/ Center application including signed copy of B.R.S policies & procedures prior to session start date
- Weather policy; any session cancelled due to poor weather conditions will be rescheduled to another date at no fee. Poor weather may include; extreme heat, extreme cold or severe storms.
- ALL participants involved in any session involving the equine MUST wear correctly fitting approved ASTM/ SEI helmet. B.R.S does not provide helmets however Kilmarnock Farm does.
- Closed toe shoes and suitable clothing for any stable management or workshop sessions.
- Long pants (preferably riding pants), shirts of a good fit and cover shoulders and boots or shoes with a ½ inch to 1 inch heel are all required for mounted sessions. Riding gloves are strongly recommended.
- If B.R.S deems participant or equine unfit/ unsuitable, disruptive or dangerous for particular session they will be removed to reduce risk of harm to self or others.

**I understand and agree to follow and abide by all of the Policies and Procedures set out by The British Riding School LLC and Kilmarnock Farm LLC**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Client, Parent or Legal Guardian



**Photo consent**

I **agree** that The British Riding School LLC or Kilmarnock Farm LLC can take and use photographic or other audiovisual materials of myself, equines or riding establishment for marketing or educational purposes related to the B.R.S

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

Client, Parent or Legal Guardian

**OR**

**Non Photo consent**

I **DO NOT** agree that The British Riding School LLC or Kilmarnock Farm LLC can take and use photographic or other audiovisual materials of myself, equines or riding establishment for marketing or educational purposes related to the B.R.S

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

Client, Parent or Legal Guardian

**Any medical conditions or physical limitations that the B.R.S LLC or Kilmarnock Farm LLC should be aware of?**

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## Authorization for Emergency Medical Treatment Form

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Physician's Name: \_\_\_\_\_ Preferred Medical Facility: \_\_\_\_\_  
Health Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_  
Allergies to medications: \_\_\_\_\_  
Current medications: \_\_\_\_\_  
In the event of an emergency, contact:  
Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, I authorize Joanne McCallum D.B.A The British Riding School at Kilmarnock Farm LLC to:

1. Secure and retain medical treatment and transportation if needed.
2. Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

### Consent Plan

This authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed "life saving" by the physician. This provision will only be invoked if the person(s) above is unable to be reached.

Date: \_\_\_\_\_ Consent Signature: \_\_\_\_\_  
Client, Parent or Legal Guardian

### Non-Consent Plan

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services of the agency. In the event emergency treatment/aid is required, I wish the following procedures to take place:

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Date: \_\_\_\_\_ Consent Signature: \_\_\_\_\_  
Client, Parent or Legal Guardian

**! READ THIS RELEASE CAREFULLY—IT AFFECTS YOUR IMPORTANT LEGAL RIGHTS!**

**RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

**Joanne Rose McCallum, d/b/a The British Riding School LLC** (hereinafter, “Operator”), of **West Drive, Severna Park, MD 21146**, and the undersigned person (hereinafter, “Participant,” which term shall include his/her self, survivors, spouse, family members, heirs, assigns, personal representatives, and successors in interest), agree as follows, in consideration for Operator providing, and Participant enjoying, any of Operator’s Services, at any time, today or in the future.

1. **Acknowledgement and Assumption of Risks.** Operator is in the business of providing education for the horse and rider, in the form of ridden lessons, ground lessons, training of equines, stable management and equine care lectures/courses/consultations, direct equine care, and any other service related thereto (collectively, “Services”). Participant acknowledges all of the following:

a. By signing this Release of Liability and Hold Harmless Agreement and by participating in any of Operator’s Services, **Participant expressly assumes any and all risks of injury, loss or death;**

b. Horses are animals with free will and movement that, by nature: react unpredictably to situations that may seem unthreatening to people, including but not limited to sounds, movements, and unfamiliar objects, persons or other animals; **react in ways that may result in injury, harm or death** to persons and/or damage to property on or around them, such as by **running, biting, kicking, jumping sideways, rearing up**, etc.; react in ways that are dangerous in proximity with people, other animals, fences, trees, tools and other equipment and/or obstacles and may result in collisions with said people, animals, or objects; and **Participant acknowledges that such proximity is unavoidable in any equestrian environment;** and that no two individual equines will predictably respond in the same way.

c. Riding, handling, or merely being in the presence of horses is **inherently dangerous** and subjects Participant to the **risk of serious bodily injury and/or death**, and both **horse and handler** (whether handler is riding, driving, grooming, leading, or otherwise interacting with a horse) can be and **often are injured or killed in normal, non-negligent use**, such as competition, riding, grooming, training, ground work, and other activities involving horse handling, and no emergency medical services are provided by Operator;

d. Other persons may act in a way that contributes to injury to Participant or others, such as failing to maintain control over an equine or to act within his or her ability, and Participant is solely responsible for his/her own safety (or for the safety of Participant’s minor child) and for all decisions that he/she makes with regard to Operator’s Services; and

e. **To help protect against, or reduce the effects of, injuries, an approved safety helmet shall be worn at all times** while riding or interacting with a horse on the Premises, and that **failure to wear an approved safety helmet** at any time while enjoying any of Operator’s Services **shall be deemed contributory negligence** for purposes of Maryland law.

2. **Incident Report.** Within ten (10) days after any alleged act/omission on or allegedly involving Operator which allegedly caused any loss to Participant, Participant shall file with Operator a written incident report detailing the alleged act/omission and the injury or damage allegedly resulting therefrom. **Participant acknowledges that failure to comply with this provision prejudices Operator’s ability to investigate a claim or correct any condition, and acknowledges that, in so failing, Participant forever waives any and all rights/remedies that Participant otherwise might have had against Operator for any liability** related to or arising from Operator’s Services, including the alleged incident.

3. **Release of Operator Liability.** **Participant hereby agrees,** for Participant and/or for Participant’s minor child, to **indemnify and hold harmless** Joanne Rose McCallum and The British Riding School LLC (which terms, in this paragraph, include their employees, officers, members, survivors, heirs, assigns, personal representatives, successors in interest, franchisees, subsidiaries, affiliates, directors, and agents), and **releases them forever from any liability**, including costs and attorney’s fees for defense therefrom, arising from or connected to any Service (including without limitation supervised or unsupervised riding or horse handling, lessons, work with horses owned by Joanne Rose McCallum, by The British Riding School LLC, by Participant, or by others, and implementation of any advice given as part of Services)), incident, accident, damage, injury, or illness, to Participant, Participant’s minor child, or Participant’s invitees, and to the property of any of them including theft of property from the Premises, including any liability arising from negligent acts or omissions of Joanne Rose McCallum and/or The British Riding School LLC (except for gross negligence or intentional wrongdoing). Participant hereby **waives** 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 risks or claims, material or otherwise, which the person giving the release does not know of or suspect to exist at the time of executing the release.

4. **Participant Liability.** Participant shall abide by all Operator’s rules, and if using his/her own horse, shall carry full and complete insurance coverage on horse, Participant, and Participant’s personal property. Participant shall be personally liable for any damage or injury to Operator or other Service participants caused by Participant and/or Participant’s minor child or invitees.

5. **Legal Disputes.** Participant understands and agrees that any dispute arising from the activities of Participant or Participant’s minor child or invitees shall be resolved by **binding arbitration** under the rules of the American Arbitration Association. **Participant understands that she/he may not sue in a court of law.**

6. **Miscellaneous.** This contract is non-assignable and non-transferable; is made and entered into in the State of Maryland, whose laws shall govern its interpretation and enforcement; and uses paragraph titles for convenience only and not as part of the substance of any paragraph. When Operator and Participant (and Participant’s parent or guardian, if Participant is a minor) sign this agreement it is thenceforth forever binding upon them.

**I have read, and I do understand, the above described risks and I voluntarily sign this Release on behalf of myself/my minor child listed below, intending to be legally bound.**

Print Participant Name (age 21 & over): \_\_\_\_\_ Minor’s (under 21) name: \_\_\_\_\_

Participant/Minor Address & Telephone Number: \_\_\_\_\_

\_\_\_\_\_ Email Address: \_\_\_\_\_

Participant/ Parents’ Signatures: \_\_\_\_\_

For Operator:

Date:

**KILMARNOCK FARM RELEASE AND HOLD HARMLESS AGREEMENT**

The UNDERSIGNED acknowledges the inherent risks involved in riding, working with or otherwise being around horses, which risks include bodily injury from using, riding or being in close proximity to horses, among other risks; and further, that the horse, its rider and others can be injured in normal use or in competition or schooling. As such, I have read and understand this Release and hold harmless and will sign it in order to be at this stable.

For the privilege of riding and/or working around horses at Kilmarnock Farm, and for otherwise being allowed onto the property for any other reason, the undersigned does hereby agree to defend, hold harmless and indemnify Kilmarnock Farm, and each of its owners, members, representatives or agents, and further does also waive and release each of them from any and all liability or responsibility for accident, damage, injury, or illness to the Undersigned, or any horse owned by the Undersigned, or to any family member, spectator or other person accompanying the Undersigned, while on the premises of Kilmarnock Farm; except to the extent that such is caused exclusively by this stable's willful misconduct. I agree that I shall bring no claim, demands, actions or litigation of any kind against Kilmarnock Farm LLC, James Roberts and Theresa Roberts a/k/a Therese Roberts, or any of its owners, members, representative or agents, arising out of any economic and non-economic losses due to bodily injury, death, or property damage sustained by me and/or my minor child or legal ward from any act, incident or omission while at this stable.

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Father's/Guardian Signature

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\_\_\_\_\_  
Mother's/Guardian Signature

\_\_\_\_\_  
Print Address