



## **2018 Jimmy Wofford Waredaca Expert Days**

**YOUR CHANCE to improve your riding skills with one of the BEST EXPERTS IN THE COUNTRY!**

Select one or all, and know you will be a better rider with a better horse after each Expert Session!  
Jimmy will focus on EDUCATION...of YOU AND YOUR HORSE!

**Each Expert Day is \$125 per horse/rider; \$112.50 if a Waredaca Boarder**

**Liz Schroeder is the JW Expert Day Coordinator: [lizskips520@gmail.com](mailto:lizskips520@gmail.com)**

24-Jan
28-Feb
28-Mar
18-Apr
16-May
6-Jun
18-Jul
22-Aug
19-Sep

All classes will focus on **JUMPING**, either GYMNASTIC JUMPING/COURSE WORK or CROSS COUNTRY. Cross Country will be dependent on footing and weather. GYMNASTIC JUMPING/COURSE WORK will be held in either the outdoor or indoor arenas. Jimmy's schedule runs from morning through mid afternoon. Small groups up to 6 will be scheduled; lesson time will be adjusted for group size.

**ENTRY & FEES:** Please enter via [eventclinics.com](http://eventclinics.com) & attached your signed releases to entry. You can attached a cell phone photo of the signed releases. Info must be received prior to Saturday of Expert Day

sign up via

[www.eventclinics.com](http://www.eventclinics.com)

**Closing Date and CANCELLATION POLICY:** The clinic fee is non-refundable **AFTER 9 PM THE SATURDAY BEFORE THE EXPERT DAY**. You are purchasing a time slot which is paid in advance. If you are unable to use this space you are responsible for finding another rider to fill it. A waiting list will be maintained for unforeseen circumstances, but there is no guarantee. Space IS limited. The timetable will be emailed the Monday before the Expert Day.

**OTHER INFO:** Parking directions will be included in the timetable for each session. Lessons will meet near our Indoor Arena. Dogs welcome, but must be leashed at all times. **Auditors FREE and always welcome** and encouraged to be ringside with the clinicians and assist!

**\*\*ONLY ONE REQUIRED ON FILE\*\***

*Waredaca*  
**PARTICIPANT AGREEMENT**

**Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

FOR WAREDACAS USE:

Boarder       Camp       Cross County Schooling       Activity Participant       Spectator / Auditor  
 Expert Day Participant       Clinic Participant \_\_\_\_\_ Name of Clinic, Seminar, or Program

**Assumption of Inherent Risks:** I understand and assume the inherent risks involved in equine activities, which risks include, but are not limited to, bodily injury, physical harm and even death to horses, riders, and spectators from using, riding or being in close proximity to horses may occur in normal use. I acknowledge that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. Further, I understand that "inherent risks of equine activities" shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:

- the propensity of any equine to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
- the unpredictability of an equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- certain hazards such as surface and subsurface objects;
- collisions with other equines, animals, people and objects (fixed or otherwise);
- limited availability of emergency medical care; and
- the potential of a participant or spectator to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his/her ability.

**Waiver of Liability:** For the privilege of riding and/or working around equines today and on all future dates, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge Camp Waredaca, Inc. and Waredaca, LLC (property owner) (hereinafter collectively referred to as "Waredaca"), and its directors, members, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned by me or any horse not owned by Waredaca but used by me, or to any family member or spectator accompanying me while on the premises of Waredaca resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of Waredaca.

AND that except in the event of Waredaca's wanton and willful and/or reckless conduct and/or gross negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against Waredaca for any economic and/or non-economic losses due to bodily injury, death, and/or property damage sustained by me in relation to the premises and operations of Waredaca, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Waredaca,

**Indemnification:** I also agree to hold harmless, defend, and indemnify Waredaca (including, but not limited to, costs associated with defending a suit, judgment, courts costs, investigation costs, and reasonable attorney fees) from any and all claims of mine, my family members, or others arising from my injury or loss due to my participation as a rider, handler, or spectator. I further agree to hold harmless, defend, and indemnify Waredaca against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation as a rider, handler, or spectator.

**Acknowledgements, Assertions, and Agreements:** I warrant that a full and fair disclosure of my equestrian handling and riding abilities have been made to Waredaca, its directors, members, managers, employees, and agents. Further:

**Health Status** – I assert that I:

- Have fully disclosed to Waredaca any chronic conditions that could impair my ability to participate as a rider, handler, or spectator and have provided a doctor's release permitting my participation (if applicable).
- Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation in equine activities.
- Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

**Emergency Care** – I authorize or agree that Waredaca:

- May administer emergency first aid, CPR, and use an AED when deemed necessary by Waredaca.
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Waredaca.
- May share my medical history with emergency medical personnel.
- And I shall assume all costs of emergency medical care and transportation provided on my behalf.

**Rules & Safety Equipment** – I agree:

- To abide by the rules and regulations established by Waredaca now and in the future.
- To wear an SEI/ASTM approved riding helmet at all times while mounted on the horse, and, if required, a safety vest.
- To wear appropriate attire and footwear at all times while on the premises of Waredaca.
- To wear and utilize any additional safety equipment for my particular equine activity.

- To inform Waredaca immediately if I become aware of rider conduct or equipment condition that presents a danger to my own person or others.
- That Waredaca will conduct all activities in good faith and may find it necessary to terminate my participation if it is determined that I am incapable of safely meeting the rigors of the activity. I accept Waredaca's right to take such actions for the safety of myself, other riders, and/or the horses.

**Covenant not to Sue; Mediation; Venue; and Severability Clauses:** I covenant not to sue Waredaca for any present or future claim arising directly or indirectly from my participation with equines at the Waredaca. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of Waredaca.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. Any action brought under this Agreement shall be brought within one (1) year of the incident or dispute giving rise to said claim. I further agree that *prior to litigation*, such incident or dispute shall first be mediated by a trained Mediator knowledgeable in equines and equine activities from a list acceptable to Waredaca (whichever party is in dispute). Costs of mediation shall be shared equally by the parties. In the event of litigation, the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees.

I also expressly agree that this Participant Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

**Acknowledgement of Understanding:** I understand this is a legal document and that I am signing this agreement freely and voluntarily. I understand I have the choice *not to participate* as a boarder or spectator at Waredaca, or as a rider, handler, participant, or spectator in the clinic, camp, lesson program, training, or special event provided by or at the facilities of Waredaca, and, therefore, not sign this agreement. I understand there is no public policy in Maryland prohibiting the use of this waiver and I may sign on behalf of my minor child or ward.

I have read this 2-page Participation Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue Waredaca, its clinicians, directors, members, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of equine activities or the active or passive negligence of Waredaca. I further acknowledge that I intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by Waredaca, to the greatest extent allowed by the laws of Maryland.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature (must be at least 18yrs of age to sign) \*

\_\_\_\_\_ If participant is a minor, print name here

\_\_\_\_\_ Printed Name of Signatory

\_\_\_\_\_ Date of Birth of Minor Participant

\_\_\_\_\_ Address

\_\_\_\_\_ Name of Emergency Contact Person

\_\_\_\_\_ City, State, Zip Code

\_\_\_\_\_ Telephone of Emergency Contact Person

\_\_\_\_\_ Telephone

\* If participant is a minor (less than 18 years of age), the parental or guardian signature indicates full understanding of the above terms and, as may be permitted by law, is waiving both the rights of the minor participant and the rights of the parent/guardian pursuant to this Agreement.

**ONLY ONE REQUIRED ANNUALLY**

***Fox Covert, Inc. Waiver of Rights and Assumption of Risks 2018***

This Waiver and Assumption is specifically authorized by Section 3.2-6202B of the Virginia Equine Activity Liability Act ("the Act") a copy of which is attached. Terms in bold italics in this Waiver and Assumption shall, to the extent defined in the Act, have the meaning given by the Act.

This Waiver and Assumption is made by \_\_\_\_\_ (a ***Participant*** who shall be referred to hereafter as RIDER) and in favor of Fox Covert, Inc., Wofford Family, LLC, James Wofford and Gail Wofford (each of whom is an ***Equine Activity Sponsor***, an ***Equine Professional***, or both, and who shall be referred to collectively hereafter as OWNERS).

*Notice to Participant*

There are dangers associated with ***Equine Activities*** that are an integral part of those activities, including but not limited to:

The propensity of ***Equines*** to behave in ways that may result in injury, harm or death to persons on or around them;

The inability to predict an ***Equine's*** reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;

Certain hazards such as surface and subsurface conditions;

Collisions with other animals or objects; and

The potential that a ***Participant*** will act in a negligent manner, such as failing to maintain control over the ***Equine*** or not acting within the ***Participant's*** ability, that may contribute to injury to the ***Participant*** or others. *Terms of Waiver and Assumption* In consideration of OWNERS' agreement to provide riding instruction to RIDER (whether on property owned by OWNERS or elsewhere), permit RIDER to ***Engage in Equine Activities*** on property owned by OWNERS and other related services, all on terms and conditions that have been separately agreed to by each of them, RIDER hereby waives all right he/she may otherwise have had to maintain an action against or recover from any or all of the OWNERS or the employee, agent or other representative of an OWNER, for an injury to or the death of RIDER or RIDER's horse while engaged in an ***Equine Activity*** sponsored by or on property owned or controlled by one or more OWNERS, and RIDER agrees to assume all risks associated with such ***Equine Activities***, all as authorized by the Act. RIDER further agrees to indemnify and hold harmless OWNERS, their agents, employees and representatives from any claim or liability of any kind, including reasonable attorney's fees, made by or on behalf of RIDER or by any other person that arises out of an injury, loss or damage to RIDER or RIDER's property from an ***Equine Activity*** sponsored by or on property owned by one or more OWNERS.

Date:

Signature of RIDER: