

Oceanwood Camp & Conference Center  
PO Box 7338 ~ 17 Royal Street  
Ocean Park, ME 04063

**Release and Waiver of Liability  
Assumption of Risk and Indemnity Agreement**

*Pursuant to Title 7, §4103-A of the Maine State Laws, the following notice is provided:*

***WARNING: Under Maine law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.***

I, \_\_\_\_\_, in consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child \_\_\_\_\_ or our personal representatives, heirs, next-of-kin, spouses and assigns, HEREBY:

1. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot, push or shove a person, saddles or bridles may loosen or break ^ all of which may cause the rider to fall or be jolted resulting in serious injury or death.
2. Acknowledge that horseback riding is an inherently dangerous and involves activity that MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. Acknowledge and willingly assume and accept full responsibility for all risk to personal safety and welfare including danger of injury or death inherent in the handling or riding of the horse, and use of saddles, bridles, equipment and gear provided to me by TABCOM dba New England Baptist Council /Oceanwood Camps & Conference Center/ Camp Oceanwood hereafter referred to as "Camp Oceanwood."
4. Release, discharge and hold harmless Camp Oceanwood and its personnel for any loss, damage, injury (including death) or cost to my or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by Camp Oceanwood.
5. Release and hold harmless from Camp Oceanwood any claim that Camp Oceanwood personnel were negligent in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles, bridles, instruction on riding skills or leading and supervising riders which resulted in loss, damage, injury or both.
6. Indemnify and save and hold harmless Camp Oceanwood and its personnel from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by own negligence.
7. Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Maine and is intended to be as broad and inclusive as is permitted by Maine law, and that in the event any portion of this agreement is determined to be invalid or unenforceable for any reason, the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. Understand that this Agreement DOES NOT release or waive Camp Oceanwood's liability or assume the risk of or indemnify Camp Oceanwood from grossly negligent, willful, wanton, or intentional acts or omissions of Camp Oceanwood or its personnel.
9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Camp Oceanwood for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by Camp Oceanwood in defending such an action.
10. IT IS REQUIRED THAT I, MY CHILD AND ALL RIDERS, WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.
11. If the person who is to enter this Agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.
12. Additionally, if my child participates in other activities as part of the Ponies Plus Event, such as archery, rock climbing, etc., then the above agreement also applies.

BY SIGNING I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE CAMP OCEANWOOD, IT'S OWNERS, EMPLOYEES AND AGENTS, FOR ALL CLAIMS. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THE RELEASE AND WAIVER AS A CONDITION TO RELEASEES ALLOWING ME OR MY CHILD TO RIDE OR HANDLE A HORSE. I HAVE CONCLUDED THAT THE RISKS INVOLVED AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE PLEASURE OF THE HORSEBACK RIDING EXPERIENCE.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: Street: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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PERSONAL EMAIL: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

*PHOTO & VIDEO RELEASE:* Because Oceanwood Campers present so many classic picture-taking opportunities, we may use a picture of your child in our promotional materials (print, video, Oceanwood website, or Oceanwood Facebook page). Please contact Oceanwood in writing if you DO NOT want your child's picture used in Oceanwood materials.