

LIABILITY RELEASE FORM

FOR INDIVIDUALS

This form must be completed by and for each participant

ALMEDA FARM LLC,

hereinafter known as "THIS STABLE".

ADDRESS: 749 SALEM CHURCH ROAD, BOYCE, VA 22620

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

- A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** - In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in activities as a participant at THIS STABLE, and that this participant will ride his/her own horse as a participant, today and on all future dates:
- B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** – This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE's physical location. Any disputes by the participant shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term 'HORSEBACK RIDING' herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether for the ground or mounted. The term "PARTICIPANT" herein shall refer to person riding or otherwise handling of horses, whether from the ground or mounted. The terms "I", "me", "my" shall herein refer to the above registered participant rider and the parents or legal guardians thereof if a minor.
- C. ACTIVITY RISK CLASSIFICATION** - I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.
- D. RIDER RESPONSIBILITY** – I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced and calm aboard the moving animal. I agree that the rider shall be responsible to his/her own safety, including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. THIS STABLE advises pregnant women not to ride horses.
- E. CONDITIONS OF NATURE AND INSPECTION OF PREMISES** – I UNDERSTAND THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. The rider and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonable safe for rider's intended purpose, usage and presence upon THIS STABLE'S PREMISES.
- F. PROTECTIVE HEADGEAR WARNING** – I AGREE THAT: I: for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 equestrian riding helmet, should be purchased and worn while riding and being around horses and I do understand that the wearing of such headgear at all times may reduce severity of some wearer's head injuries, and possibly prevent wearer's death from happening as the result of a fall or other occurrence.
- G. LIABILITY RELEASE** – In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the PARTICIPANT, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, and affiliated organizations and Insurers, and others acting on its behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and/or ITS ASSOCIATES ordinary negligence; and I do further agree that except in the event of THIS STABLE'S gross negligence and willful and wanton misconduct, I shall bring no claims, demands, actions and legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and noneconomic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE whether on or off the premises of THIS STABLE.

H. **EQUINE ACTIVITY LIABILITY ACT WARNING - VIRGINIA** – I acknowledge that I have reviewed this state’s EQUINE ACTIVITY LIABILITY ACT, which is included below and incorporated by reference herein.

§ 3.1-796.132. Liability limited; liability actions prohibited. (A.) Except as provided in § 3.1-796.133, an equine activity sponsor or an equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity. (B.) Except as provided in § 3.1-796.133, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks specifically enumerated under this subsection may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the risks inherent in equine activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and (iii) hazards of surface or subsurface conditions. The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor.

All Participants and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT’S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

SIGNATURE OF PARTICIPANT (spouses must sign for themselves) _____

DATE _____

Please Print Participant’s Name Here _____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1 _____

DATE _____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2 _____

DATE _____

ADDRESS _____

HOME PHONE #: _____

NAHA
Form 05 (rev. 1/92)