

Briar Creek Farm, LLC

Liability Release

Under Virginia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. CODE OF VIRGINIA TITLE 3.1. AGRICULTURE, HORTICULTURE AND FOOD, CHAPTER 27.5. EQUINE ACTIVITY LIABILITY ACT, Va. Code Ann. § 3.1-796.130 (1994)

1. I, _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Suzanne Petrie Liscouski and Bob Liscouski, their agents and employees, dba Briar Creek Farm, LLC ("Company"), understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. I have read and fully understand the "WARNING" posted above.

3. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Company, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Suzanne Petrie Liscouski, Bob Liscouski and Briar Creek Farm, LLC. I have read and been given a copy of the EQUINE ACTIVITY LIABILITY ACT, Va. Code Ann. § 3.1-796.130 (1994).

4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals beyond that statutorily provided by the above referenced EALA; to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

5. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.

6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

7. I also freely and voluntarily enter into the following Mediation and Arbitration Agreement concerning any equine activity incidents relating to or allegedly involving Suzanne Petrie Liscouski, Bob Liscouski and Briar Creek Farm, LLC.

8. In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

I am aware of the existence of the risk in the activity may cause injury or illness that may result in influenza, COVID-19, MRSA or other illnesses. I have not I, nor have any member of my household:

- Experienced symptoms of fatigue, dry cough, fevers or other symptoms within the last 14 days.
- Traveled by sea or air internationally within the last 30 days.
- Been exposed to someone with COVID-19.
- Been diagnosed with COVID-19.

I am fully and personally responsible for my own safety and actions, I recognize I may be at risk of contracting COVID-19. With full knowledge of the risks involved, I hereby release, waive and discharge Briar Creek Farm its officers, contractors,

employees, successors, affiliates from all liabilities, claims and demands actions and causes of actions, directly or indirectly arising out of or related to any loss, damage, injury or death that may be sustained by me related to COVID 19 or other disease while participating in any activity on the premises that may lead to unintentional exposure or harm due to COVID 19 or other disease. I agree to indemnify, defend and hold harmless Briar Creek Farm from and against any and all costs, expenses, damages, law suits, liability or claims arising, whether directly or indirectly, from or related to any and all claims made by or against any of the released party to do injury loss and death due to COVID 19 or other disease.

By signing below I acknowledge that I have read the entire liability waiver and am sufficiently informed of all risks, both equine and pandemic.

Mediation with Arbitration if Necessary:

The parties shall endeavor to resolve any dispute arising out of or relating to this AGREEMENT by mediation under the then current Mediation Rules and Procedures of the Equine Dispute Resolution Service (EDRS). The parties agree to select a Mediator from the EDRS Panel of Mediators. Any controversy or claim relating to this contract or breach, termination or validity thereof, which remains unresolved for 45 days after the appointment of the EDRS Mediator, shall be settled by arbitration by an EDRS appointed Arbitrator in accordance with the then current EDRS Arbitration Rules and Procedures, and judgment upon the award rendered by the EDRS Arbitrator may be entered by any court having jurisdiction thereof.

NOTICE: Wearing an ASTM/SEI approved hard hat is REQUIRED while riding or driving. I understand photos of my lessons or clinics may be posted on social media or Briar Creek Farm’s webpage. I understand these photos can be taken down at my request.

Date: _____

Person voluntarily entering into this Release and Hold Harmless Agreement:

Signature: _____ Date: _____

Printed Name: _____

If minor, person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement:

Guardian Signature : _____ Date: _____

Witness Signature: _____ Date: _____

Printed Name of Guardian: _____

Printed Name of Minor: _____

Printed Name of Witness: _____

CODE OF VIRGINIA

**TITLE 3.1. AGRICULTURE, HORTICULTURE AND FOOD
CHAPTER 27.5. EQUINE ACTIVITY LIABILITY ACT**

Va. Code Ann. § 3.1-796.130 (1994)

§ 3.1-796.130. Definitions

As used in this chapter, unless the context requires a different meaning:

"Directly engages in an equine activity" means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, but does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.

"Equine" means a horse, pony, mule, donkey, or hinny.

"Equine activity" means (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

"Equine activity sponsor" means any person or his agent who, for profit or not for profit sponsors, organizes, or provides the facilities for an equine activity, including but not limited to pony clubs, 4-H clubs, hunt clubs, riding clubs, school- and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, ponyride strings, fairs, and arenas at which the activity is held.

"Equine professional" means a person or his agent engaged for compensation in (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or (ii) renting equipment or tack to a participant.

"Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 3.1-796.131. Horse racing excluded

The provisions of this chapter shall not apply to horse racing, as that term is defined by § 59.1-365.

§ 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. In the case of school and college sponsored classes and programs, waivers executed by a participant or parent or guardian of a participant shall apply to all equine activities in which the participant is involved in the next succeeding twelve month period unless earlier expressly revoked in writing.

§ 3.1-796.133. Liability of equine activity sponsors, equine professionals

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional who:

1. Intentionally injures the participant;
2. Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of § 3.1-796.132; or
3. Knowingly provides faulty equipment or tack and such equipment or tack causes the injury or death of the participant.