

**EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE, ASSUMPTION OF ALL RISKS,
AND INDEMNITY AGREEMENT**

This Equine Activity Liability Release, Waiver of Right To Sue, Assumption of All Risks, and Indemnity Agreement (“this Agreement”) is hereby given by the undersigned to Hampton Hill Barn, 15270 Loyalty Rd, Waterford, VA 20197; Wanda Flanagan, Tom Flanagan, Kimberly Myers, Dustin Myers, and/or the owners of any horses engaged for compensation in renting to a participant an equine for any purpose whether directly, or indirectly through these stables, and, to the extent not already included, to each “equine professional” as defined in the Act (as hereinafter defined) and, to the extent not already included, to each owner of any equine used by any participant in any equine activity (all the foregoing persons hereinafter referred to collectively as “Owner”) and each partner, officer, agent, employee, director, shareholder, member, heir, personal representative, successor and assign of the Owner, and provides as follows: in consideration for the opportunities provided by the Owner to the undersigned participant (including any minor participant or participant under disability for whom this Agreement is signed) (“Participant”), hereby agrees as follows:

1. This Agreement is given under the Virginia Equine Activity Liability Act (Code of Virginia §3.2-6200, §3.2-6202, and §3.2-6203) as it may now provide or be hereafter amended (the “Act”). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the Owner the fullest protection of a liability release, waiver of right to sue, assumption of all risks, and indemnity which is afforded to the Owner by the Act.
2. All pronouns shall be construed to include the masculine, feminine or neuter as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.
3. The Participant hereby acknowledges that he has been given NOTICE per the provisions of §§3.2-6200, 3.2-6202 and 3.2-6203 of the Code of Virginia (The Equine Liability Activity Act) and has full and complete understanding that there are INTRINSIC DANGERS OF EQUINE ACTIVITIES which may cause, contribute to, or result in, the death or personal injury of the participant or damage to the participant’s property (“Risks”), including but not limited to (i) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability an equine’s reaction to such things as sounds, movements, objects, persons, or other animals; (iii) hazards such as surface or subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant’s ability. Furthermore, the Participant EXPRESSLY ASSUMES all of the above-stated Risks and all other risks encountered when a participant engages in equine activities, WHETHER OR NOT THE NEGLIGENCE OF ANY PERSON OR ENTITY MAY BE INVOLVED.
4. The Participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against the Owner for death, personal injury, or property damage which is in any way associated with the Risks of engaging in equine activities; he does hereby WAIVE his right to sue or to bring any action against the Owner in connection therewith; he agrees to INDEMNIFY and DEFEND the Owner from and to HOLD the Owner HARMLESS against any such suit or action; and he hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with, but not limited to, the Risks enumerated in paragraph 3, above.
5. The participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonable and appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.
6. This Agreement shall remain valid in full force and effect from and after the date opposite the signature of the Participant until expressly revoked by the Participant in a written notice personally delivered to the Owner.
7. To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much hereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.

8. If this Agreement is executed by the undersigned Participant for and on behalf of a minor Participant or person under disability named below, the undersigned Participant hereby warrants and represents that he is in fact the legal parent or guardian of such minor Participant or person under disability, with full rights of custody and control; that this Agreement is given on behalf of and is binding upon said minor Participant or person under disability, his heirs, personal representatives, successors and assigns; and the undersigned Participant further agrees that this Agreement shall also be as fully binding on the undersigned Participant as if it were entered into solely on his own behalf.

9. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant.

10. THE PARTICIPANT HAS FULLY READ AND FULLY UNDERSTANDS THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE, ASSUMPTION OF ALL RISKS, AND INDEMNITY AGREEMENT. THE PARTICIPANT CONSULTED AND RELIED UPON HIS OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND HE HAS NOT RELIED UPON THE OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

11. EACH OF THE PARTIES HERETO AGREES THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BE INSTITUTED ONLY IN THE COURTS OF THE COMMONWEALTH OF VIRGINIA SITTING IN RICHMOND OR THE UNITED STATES DISTRICT COURTS FOR THE EASTERN DISTRICT OF VIRGINIA; AND EACH OF THE PARTIES HEREBY WAIVES ANY OBJECTION WHICH HE MAY HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OF PROCEEDING AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHERMORE, THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY CONCERNING ANY LITIGATION BASED HEREON OR IN CONNECTION WITH THE AGREEMENTS, RELATIONSHIPS OR TRANSACTIONS CONTEMPLATED HEREUNDER.

12. I, the Participant, am aware that using, handling, riding, or being in close proximity to horses (including other equines) are EXCEPTIONALLY DANGEROUS activities which pose potentially serious risks of injuries or death to their participants. I understand that I or the horse I ride or own may be injured or die as a result of my negligence or the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the best trained, are often both unpredictable and difficult to control. I wish to engage in equine activities knowing they are intrinsically dangerous.

Signature

Date

Print Name

Print name of the Minor Participant or Participant under Disability for whom this Agreement is signed, if any

Home Phone

Cell Phone

Street Address

City, State, Zip