

**EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE
AND ASSUMPTION OF ALL RISK**

I, the undersigned participant, hereby agree to the provisions of this Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risk Agreement (“this Agreement”) with GALLOPING ACRES, LLC (the “Equine Professional”) and TALL CEDARS FARM, INC. (the “Owner”), on behalf of myself and each and every minor participant for whom I am signing this Agreement (as named below), as follows:

1. I/we agree to follow all instructions given or rules established by the Equine Professional or any of the Equine Professional’s employees or other agents concerning my/our use of any horse or of any equipment or gear provided by the Equine Professional. It is highly recommended for safety reasons that a riding helmet be worn while engaged in equine activities. Please indicate whether or not you desire to wear a riding helmet: YES _____ NO _____ INITIALS _____. I hereby accept full responsibility for all injuries that might occur as a result of failure to wear a riding helmet.
2. I/we have full and complete notice and understanding of the many risks inherent in equine activities which may cause, contribute to or result in **SERIOUS INJURY OR EVEN DEATH** or damage to property (the “Risks”), regardless of previous training and past performance of the horse including but not limited to the following:
 - (a) Horses have a propensity to behave in dangerous ways;
 - (b) It is not expected that anyone will be able to predict or foresee a horse’s reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, nor the effects of any such reactions;
 - (c) Surface and subsurface conditions pose many potential hazards, both obvious and hidden;
 - (d) There is always a risk that tack or harness may slip or break or that the horse or the participant may become entangled in tack, harness or vehicles used in an equine activity; and
 - (e) There is a risk of the participant falling from or otherwise becoming unstable on a horse or a vehicle used in an equine activity or for the horse to trip and/or fall down without warning.
3. I/we have full and complete notice and understanding that this Agreement and all equine activities provided by the Equine Professional are governed by the Virginia Equine Activity Liability Act (Code of Virginia §3.1-796.130, §3.1-796.132, §3.1-796.133 et seq., Please see exhibit A), as it may now provide or be hereafter amended (“the Act”), which Act is hereby incorporated in this Agreement by reference; that all terms defined by the Act shall have the same meaning herein; and that this Agreement shall be so construed as to provide to the Equine Professional the fullest protection of a release, waiver of right to sue and assumption of all risk which is afforded by the Act.
4. I/we hereby **RELEASE** and **WAIVE** all rights which I/we may have or may hereafter have against the Equine Professional and/or the Owner for death, personal injury or property damage which is in any way associated with the Risks or otherwise covered under the Act; I/we hereby **WAIVE** any right to sue or to bring any action against the Equine Professional and/or the Owner in connection therewith including any negligent act or omission by either of them or by any employee or agent of either of them; I/we hereby agree to **INDEMNIFY** and **HOLD HARMLESS** the Equine Professional and/or the Owner from and against any such suit or action and agree to pay any attorney fees which may arise if any such suit or action is filed; and I/we hereby expressly **ASSUME ALL RISKS AND] DANGERS** of death, personal injury and property damage which are in any way associated with the Risks or otherwise covered under the Act.
5. I/we hereby authorize and consent to any emergency medical care which may be administered as a result of injury or sickness caused by or incurred in the course of any equine activity.
6. To the extent possible, this Agreement shall be construed in such manner as will render each provision fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.

Initials _____

7. If this Agreement is executed for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he or she is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns. in any event, this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.

8. Each and every right and benefit of the Equine Professional and/or the Owner hereunder shall also accrue to the benefit of each officer, agent, employee, director, shareholder, member, partner, heir-at-law, personal representative, successor and assign of the Equine Professional and the Owner including without limitation every waiver, release, indemnification and agreement to hold harmless.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OR RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE EQUINE PROFESSIONAL OR THE OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH. I ACKNOWLEDGE THAT I HAVE A COPY AND HAVE A FULL AND COMPLETE UNDERSTANDING OF THE VIRGINIA EQUINE LIABILITY ACT. I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I MAY BE WAIVING AND RELEASING CERTAIN IMPORTANT RIGHTS WHICH I MIGHT HAVE IF I DID NOT SIGN THIS AGREEMENT. I AM SIGNING THIS DOCUMENT FREELY, VOLUNTARILY AND WITHOUT ANY COERCION.

ADULT PARTICIPANT'S FULL NAME AND ADDRESS (Please Print):

EACH MINOR PARTICIPANT FOR WHOM PARTICIPANT IS SIGNING (Print Name):

Signature

Date

Initials _____

Exhibit A
VIRGINIA EQUINE ACTIVITY LIABILITY ACT
As Amended 2003

Section 3.1-796.130. Definitions.

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

“Engages in an equine activity” means (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; **or** (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term “engages **in an** equine activity” does not include being a Spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity.

“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; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor, (vi) conducting general hoof care, including but not limited to placing or replacing horseshoes or hoof trimming of ass equine and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

“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, pony ride 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.

“Intrinsic dangers of equine activities” means those dangers or conditions that are an integral part **of equine** activities, including but not limited to (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and 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.

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

Section 3.1-796.132. Liability limited; liability actions prohibited.

A. Except as provided in Section 3.1-796.133, an equine activity sponsor, an *equine* professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in Section 3.1-796.133, no participant nor any participant’s parent, guardian or representative shall have or make any claim against or recovery from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

B. Except as provided in Section 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 intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

Section 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 or any other person who:

I. 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 13 **of** Section 3.1-796.132; or

3. Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.

Initials _____