

# WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

**William R. Atkinson and Sharnette L. Atkinson**  
8431 Heron Pointe Way, Spotsylvania, VA 22551

The Equine Activity Liability laws of the State of Virginia, Va. Code Ann. § 3.1-796-130, state among its statutory provisions that, **“NOTICE:** Intrinsic dangers in equine activities, include (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) 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.” No participant nor any participant’s parent, guardian, or representative shall have or make any claim against or recover 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.

## RECITALS:

1. The Releaser is about to engage in equine activities to be conducted on the premises owned by William R. Atkinson and Sharnette L. Atkinson.
2. Releaser is hereby placed on notice that equine activities are inherently risky because of the intrinsic dangers as listed in the above State of Virginia Equine Liability Statute.

In consideration of being permitted to engage in equine activities or events conducted on the premises owned by William R. Atkinson and Sharnette L. Atkinson, I hereby, for myself, my heirs, and William R. Atkinson and Sharnette L. Atkinson, release and hold harmless from any and all liability for any injury, loss or claim arising from or connected with any activity or event occurring on or about the premises owned by William R. Atkinson and Sharnette L. Atkinson. I understand the risks inherent in equine activities and I assume all risk for any injury received. Furthermore, I agree to hold William R. Atkinson and Sharnette L. Atkinson free and harmless from and indemnify them for any and all costs, expenses and attorney’s fees incurred in connection with any action claim or demand arising in connection with my engagement in equine activities on the premises owned by William R. Atkinson and Sharnette L. Atkinson.

This release shall not be modified or waived orally or by accession and may only be modified or waived by a writing signed between the Releaser and William R. Atkinson and Sharnette L. Atkinson.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTAND THE FOREGOING. I FURTHER UNDERSTAND THAT IN SIGNING THIS AGREEMENT, I AM GIVING UP MY RIGHTS THAT I WOULD NORMALLY OTHERWISE RETAIN, AND AM DOING SO VOLUNTARILY.

Is Releaser a minor? ☐ Yes ☐ No If Minor, DOB: \_\_\_\_\_

\_\_\_\_\_  
Date Signed Signature of Releaser

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature by Parent (if Releaser is a minor)

\_\_\_\_\_  
Print Parent’s Name

\_\_\_\_\_  
Releaser’s Home Address Phone Number