

## RELEASE AND WAIVER OF LIABILITY

I am aware that "*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; or (v) a spectator at an equine event or activity who places themselves in proximity to an equine event or activity. I am aware that there are intrinsic dangers of equine activities. I understand that my horse or I may be injured or die as a result of my negligence, 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 most well trained, are often unpredictable and are often difficult to control.

**With this waiver I accept notice of the provisions of the Equine Activity Liability Act, Va. Code Ann. §§ 3.2-6200 through 3.2-6203, which states in part: "*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 an equine to behave in ways that may result in injury, harm or death to the 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 or subsurface conditions; (iv) collisions with 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.**

This waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by Katharine Ogden Rowland and Fairview Training Center, LLC.

With the knowledge of the foregoing, and as an inducement for Katharine Ogden Rowland and Fairview Training Center, LLC to allow me to engage in equine activities at 3264 Millwood Road, Millwood, Virginia, I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against Katharine Ogden Rowland, Fairview Training Center, LLC or any board members, officers, employees, volunteers, or any landowners, arising from any damages, injury, or death which I might sustain or which might occur to any horse as a result of my participation in equine activities. I further agree to indemnify and hold harmless all of the foregoing from any claims which I might make or which might be made on my behalf by others or which might be made against me by others, arising from engaging in equine activities at 3264 Millwood Road, Virginia. Furthermore, I agree to indemnify Katharine Ogden Rowland, Fairview Training Center, LLC, any board members, officers, employees, volunteers, or any landowners, for any injury, death, loss or damage to any personal property which might occur during an equine activity as defined by Va. Code Ann. § 3.2-6203, sponsored by

Katharine Ogden Rowland, Fairview Training Center, LLC, or held in its behalf or for its benefit, when such injury, death, loss or damage occurs on the property of a landowner.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

*Parent or Guardian Release or Waiver*

I am the parent or guardian of \_\_\_\_\_, a minor, and on the minor's behalf and on my behalf and on behalf of all other parents or guardians of the minor, I accept the release and waiver of liability at the top of this form as inducement for allowing my child, or this minor, to participate in equine activities at 3264 Millwood Road, Millwood, Virginia. I assume, on behalf of all other parents or guardians of the minor the risks set forth in this release, in addition to all other risks of participating in equine activities. I agree to indemnify and hold harmless Katharine Ogden Rowland, Fairview Training Center, LLC, its officers, directors, managers, employees, agents, successors and assigns, from any loss, claim, suit or judgment, including, but not limited to, the costs of defending any such claims, including, attorneys' fees, resulting from any injury, death, loss or damage sustained or claimed by Minor or Minor's personal representative.

I further authorize any emergency medical care which may be necessary.

This Agreement shall be governed by the laws of the Commonwealth of Virginia.

In the event any portion of this Release shall be declared invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions of this Release shall remain in full force and effect.

The undersigned represents that he or she has the authority to sign this release.

\_\_\_\_\_  
Parent or Legal Guardian

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Any known health problems (Allergies, such as bee allergies, heart condition)?

No: \_\_\_\_\_

Yes: \_\_\_\_\_

Explain: \_\_\_\_\_

