

**MINORS**

**2019**

**RUTLEDGE FARM, LLC  
Release, Waiver And Indemnification Agreement**

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISK:**

**PRINT NAME:**

[Redacted Name]

("Participant") requests permission to participate in equestrian activities on land owned or controlled by Rutledge Farm, LLC, Aleco and Sandra Bravo-Greenberg, ABG Investors, LLC, ABG Equine LTD, Monica Lind de Bravo-Greenberg, TuDane Farm LLC, Jonelle Mullen, Tracey Mullen, Rutledge Farm Sessions clinicians, and/or additional facilities ("Operation") and owners not listed here but included or used as part of Rutledge Farm and the horse operations ("Owners") including but not limited to using horses, ponies, tack, equipment and facilities owned or controlled by one or more of the Owners.

**UNDERSTANDING AND ACKNOWLEDGING RISKS**

I fully understand and acknowledge that all types of equestrian activities are dangerous and that despite all safety precautions there are many obvious and subtle risks always present in the equestrian activities, paddock, stable, loading and unloading routines involving equines. I recognize that such risks include, but are not limited to:

- a) the propensity of an equine to behave in dangerous ways which may result in injury or death to the participant;
- b) the inability to predict an equine's reaction to sound, movements, objects, weather, person, or animals;
- c) hazards of surface or subsurface conditions;
- d) the fact that equines are creatures of independent action and may act unpredictably at any time with or without a recognizable stimulus;
- e) hazards presented by wildlife, livestock and domestic animals; latent dangers present in all types of equipment, tools, vehicles, fences and machinery used in and around a farm;
- f) the fact that items of tack or equipment may have weaknesses or flaws; and
- g) the fact that there may be a negligent act or omission, whether or not in combination with any of the above risks, by any employee, volunteer, guest, invitee or agent of the owners.

I understand that such risks may cause, contribute to or result in serious injury or death to the Participant, and I on behalf of Participant, hereby assume all such risks, both enumerated and not enumerated, associated with any equine activities in which the Participant may participate, which may or may not occur on property owned or controlled by one or more of the Owners. This Release, Waiver and Indemnification Agreement (hereinafter, "Release") shall remain valid unless and until the Owners receive an express written revocation executed on behalf of the Participant - which will bar participation.

**RELEASE, WAIVER, AND INDEMNIFICATION**

As part of the consideration of the Participant being permitted to participate in equine activities on properties owned or controlled by one or more the Owners, Participant hereby releases from liability and waives (gives up) any and all rights that participant may have to make a claim against or to sue:

- a) the owners, their heirs, personal representatives, successors, assigns, employees, volunteers, invitees, or agents;
- b) other participants in equine activities on the property owned or controlled by one or more of the Owners; and

the owners (and their heirs, personal representatives, successors, assignees, members, shareholders, directors, officers, employees, agents, invites, tenants, trustees and beneficial owners) of all other animals pastures, boarded, or kept on property owned or controlled by one or more the Owners, and  
c) the owners of any horse or pony I may ride and/or any tack or other equipment I may use for any kind of injury, including death, to more or my equine or damage to my property arising from any cause occurring during or as a result of my participation in equine activities on property owned or controlled by one or more of the Owners. In addition, Participant, Participant's heirs, assignees, guardians and legal representatives shall hold all individuals and entities described in this paragraph (the "Released Parties") harmless from any and all cost or liability resulting from Participant's participation in equine activities on property owned or controlled by one or more of the Owners.

### **VIRGINIA EQUINE ACTIVITY LIABILITY ACT AND LIMITATION ON LANDOWNER LIABILITY**

This Release, Waiver and Indemnification Agreement ("Release") is given under Virginia Equine Liability Act (Va. Code §§3.2-6200 through 3.2-6203 as amended, the "Act") and other applicable laws. All terms defined by the Act shall have the same meaning in this Release, and the Act is hereby incorporated in this Release by reference. This Release shall be construed so as to satisfy the notice, assumption of risks and waiver requirements of the Act and to provide the Owners, their heirs, personal representatives successors an assignees, employees, volunteers, guests, invitees and agents the fullest protection afforded by the Act. This Release shall be in addition to, and not in substitution for, all limitations of liability provided to landowners (as defined therein) by Virginia Code §29.1-509 as amended, which limits a landowner's liability to personal entering upon a landowner's property for recreational purposes.

### **PROTECTIVE HEADGEAR REQUIREMENT**

I have been advised that I should purchase and wear protective headgear (an ASTM/SEI or equivalent approved helmet), and that wearing such helmet while mounting, riding, dismounting and otherwise while being around equines may prevent or reduce the severity of head injuries and even prevent death as the result of a fall or other occurrences. I understand that riding helmets are strictly required at all times while mounted for participants participating in equine activities on property owned or controlled by the Owners.

### **LEGAL CAPACITY**

I am eighteen years of age and have legal capacity to execute this Release or I am the partner or legal guardian of the minor participant name above and execute this Release and the Certification set forth below in that capacity.

### **HEALTH CARE AUTHORIZATION**

Participant authorizes and consents to any emergency medical care which may at the time appear reasonable appropriate under the circumstances if Participant is injured or becomes ill while participating in an equine activity on property owned or controlled by the Owners. Participant hereby authorizes any veterinary arrangements for Participant's equine(s) considered appropriate by the Owners or their agents in the vent of injury or illness while participating in equine activities on property owned or controlled by the Owners.

### **PHOTO RELEASE AUTHORIZATION**

Rutledge Farm, LLC and ABG Equine LTD regularly photograph classes, activities, and exhibitions for posterity and for promotion. We ask all individuals and parents to authorize images of themselves and their families to be shared for this purpose.

I hereby grant Rutledge Farm, LLC and ABG Equine LTD, their agents and employees authority to use my photographs or a photograph of my child/children (if a child/children is/are under eighteen years of age and I am the parent or legal guardian) for any publicity purpose to promote the Operation, including but not limited to printed materials, brochures, and Website imagery. This permission is given without further consideration. I acknowledge that Rutledge Farm, LLC and ABG Equine LTD may crop or treat the photograph at its discretion. I also understand that once my image or image of my child is posted or

published on the Internet, the image can be downloaded by any computer user. Therefore, I agree to indemnify and hold harmless Rutledge Farm, LLC and ABG Equine LTD and its authorized agents and employees.

**SEVERABILITY**

To the extent possible, this Release shall be construed in such a manner as will render it fully enforceable; but if any provision is found to be unenforceable, such provision (or so much thereof as is found to be unenforceable) shall be deleted and the remainder of this Release shall continue in full force and effect. This Release is executed in the Commonwealth of Virginia and the parties agree that Virginia law shall govern any dispute connected with it.

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I HAVE CAREFULLY READ THIS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT AND UNDERSTAND THAT BY SIGNING IT I AM GIVING UP RIGHTS I MAY HAVE NOW OR IN THE FUTURE TO SUE OR MAKE A CLAIM AGAINST THE OWNERS AND THE RELEASED PARTIES AND THAT I AM COMMITTING MYSELF TO HOLD THE OWNERS AND THE RELEASED PARTIES HARMLESS FROM ANY CLAIMS OR DAMAGES RESULTING FROM MY PARTICIPATION IN EQUINE ACTIVITIES ON PROPERTY OWNED OR CONTROLLED BY THE OWNERS. I AM AWARE THAT THIS IS A BINDING CONTRACT BETWEEN ME THE OWNERS AND EACH OF THE RELEASED PARTIES. I HAVE HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT, AND I SIGN IT VOLUNTARILY.

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FOR MINOR PARTICIPANT: CERTIFICATION OF LEGAL GUARDIANSHIP FOR MINOR**

If this Release, Waiver, and Indemnification Agreement (“Release”) is executed by the undersigned for and on behalf of a minor participant named therein as (“Participant”), then the undersigned hereby warrants and represents that he or she is in fact the parent or legal guardian of such minor, with full rights of custody and control; that the Release is given on behalf of and is intended to be binding upon said minor participant, his or her heirs, personal representatives, guardians; and the undersigned further agrees that the Release shall also be binding on the undersigned as if it were entered into solely on his or her own behalf. If this Release is signed by only one parent or guardian, then he or she hereby warrants that he or she is the natural or legal guardian of the Participant, has full legal authority to execute this Release with the joinder of any other person, and will hold one and all of the Owners and each of the Released Parties free from any and all claims and liability arising from Participant’s participation, in equine activities on property owned or controlled by one or more of the Owners.

In witness hereof, this certification is executed this [redacted] day of [redacted], 2019.

[redacted]

**Signature of Parent or Legal Guardian**

[redacted]

**Signature of Witness**

[redacted]

**Printed Name of Parent or Legal Guardian**

[redacted]

**Printed Name of Witness**

[redacted]

**Mailing Address**

[redacted]

**City, State, Zip**

[redacted]

**Emergency Contact**

[redacted]

**e-Mail**

[redacted]

**Emergency Phone**