



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

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THIS EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS ("this Agreement") is hereby given by the undersigned Participant ("Participant") (i) To **Katie Haugh** individually and trading as **KBH Equestrian**, Equine Activity Sponsor (the "Sponsor"), (ii) To the Sponsor as agent for and the benefit of each Owner of land upon which an equine activity to which this Agreement relates is conducted by "Owner", and (iii) To each partner, officer, agent, employee, director, shareholder, heir, personal representative, successor and assign of the Sponsor and Owner and provides as follows:

In consideration for the opportunities provided by the Sponsor and Owner to the undersigned Participant (including any minor Participant for whom he/she signed this Agreement) for the enjoyment of equine activities as a Participant, the Participant hereby agrees as follows:

1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia Section 3.1-796.130, et seq.) 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 into this Agreement by reference. This Agreement shall be so construed as to provide to the Sponsor and Owner and the fullest protection of a Release, Waiver of Right to Sue and Assumption of All Risks which is afforded by the Act, by other applicable statutes and by general law.

2. The Participant hereby acknowledges that he/she has full and complete notice and understanding of the Act and of all the Risks inherent in 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 (the "Risks"), including, but not limited to: (i) The propensity of an equine to behave in dangerous ways, including, but not limited to, kicking, biting, shying and bucking, or to trip and/or fall, which may result in injury to the participant; (ii) The inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, and the effects of such reactions; (iii) The hazards of surface or subsurface conditions, including, but not limited to, objects or conditions on, under or protruding from the surface, both latent and patent; (iv) The hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris and obstacles, and any unforeseeably present; (v) The dangers and Risks of tack or harness slipping or breaking for whatever reason; (vi) The dangers and Risks of becoming entangled in tack, harness or vehicles used in an equine activity; (vii) The Risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason; (viii) The dangers and Risks of being struck by an equine, by a rider or by a dog; (ix) Any negligent act or omission by the Sponsor or Owner which causes or results in the death or personal injury of the Participant or damage to the Participant's property; and (x) All other Risks associated with horses, horseback riding and related activities.

3. The Participant hereby **RELEASES** and **WAIVES** all rights which he/she may have or hereafter have against the Sponsor and Owner for death, personal injury or property damage which is in any way associated with the Risks; he/she does hereby **WAIVE** his/her right to sue or to bring any action against the Sponsor or Owner in connection therewith; he/she agrees to **INDEMNIFY** and **DEFEND** the Sponsor and Owner from and to **HOLD** the Sponsor and Owner **HARMLESS** against any such suit or action; and he/she hereby expressly **ASSUMES ALL RISKS AND DANGERS** of death, personal injury and property damage which are in any way associated with the Risks enumerated in Paragraph 2 above.

4. The Participant hereby agrees that he/she shall have the sole individual responsibility for knowing the range of his/her own ability to manage, care for and control a particular horse or perform a particular equine activity, and that it shall be his/her duty to act within the limits of his/her own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equine activity, to heed all posted warnings, to

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perform equine activities only in an area or in facilities designed by the Sponsor or Owner and to refrain from acting in a manner which may cause or contribute to the injury of anyone. Furthermore, a Participant involved in an accident shall not depart from the area or facility where the equine activity took place without leaving personal identification, including name and address, or without notifying the proper authorities, or without obtaining assistance when that person knows or reasonably should know that any other person involved in the accident is in need of medical or other assistance.

5. The Participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably 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 and 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 to the Sponsor.

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 thereof 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 named below, the undersigned Participant hereby warrants and represents that he/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; 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 undersigned Participant agrees to wear a hard hat at all times and protective vest for appropriate events, have a current copy of the horse'(s) coggins and have a grounds person (a helper on the ground to assist the rider as needed) at all times when on the grounds of the Grey Goose Farm.

11. **I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.**

Please Print

Participant's Name: _____

Guardian's Name if Participant is Minor: _____

Print Address: _____

Signature: _____ Date: _____

(To be signed by parent or legal guardian if Participant is under 18 years of age.)