

HORSEBACK RIDING RELEASE AND WAIVER OF LIABILITY

I am aware that horseback riding, trail rides and any equine activity are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse, other persons 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 horses, are often unpredictable and often difficult to control.

With this waiver, I accept notice of the provisions of Section 3.2-6200 through 3.2-6302 of the Code of Virginia, which states in part: That there are intrinsic dangers involved in equine (horse) activities, including (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. This Waiver and Release shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by Ms. Susan T. Smith. (Ms. Smith)

Furthermore, I expressly assume the risk of injury or death due to negligence by Ms. Smith or anyone under Ms. Smith’s control or supervision (including without limitation her family, employees or tenants) and I acknowledge and agree that the foregoing persons are not responsible for my safety or the safety of any minor child for whom I am responsible.

With the knowledge of the foregoing, and as an inducement for Ms. Smith to allow me (and any minor children for whom I am parent, legal guardian, or otherwise responsible) to ride at her farm, known as Three Oaks Farm, which is located in Rixeyville, Virginia (the “Farm”), I hereby agree to waive or release (give up) any and all rights that I or my heirs, personal representative(s) or assigns, may have to make a claim against Ms. Smith arising from any damages, injury, or death which I or any other person might sustain or which might occur to any horse I am riding as a result of my horseback riding or from engaging in any activity whatsoever related in any way to horseback riding.

I further agree to indemnify (hold harmless) all of the foregoing from any claims which I make or which might be made on my behalf by others or which might be made against me by others, arising from riding at the Farm, or from engaging in any activity whatsoever related in any way to horseback riding at the Farm. Furthermore, I agree to indemnify Ms. Smith for any injury, death, loss of or damage to any personal property which might occur during horseback riding or while engaging in any activity whatsoever related to horseback riding.

BY SIGNING THIS RELEASE AND WAIVER, I UNDERSTAND THAT I AM GIVING UP (WAIVING OR RELEASING) ANY RIGHT I HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST MS. SMITH FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING, AND THAT I AM INDEMNIFYING (HOLDING HARMLESS) MS. SMITH FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

SIGNED: _____ DATE: _____, 20__

PRINT NAME: _____

CHECK IF APPLICABLE ___: I am signing this release and waiver not only for myself but also on behalf of the following minor child for whom I am parent, legal guardian, or otherwise responsible

NAME OF MINOR CHILD _____