Horses In Service Natural Therapeutic Riding Center

Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement ("this Agreement") is hereby given by the undersigned to Charles and Martha Wagner and to Horses In Service Natural Therapeutic Riding Center, as equine activity sponsor and/or equine activity professional (the "sponsor/professional") and to the sponsor/professional as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted ("Owner") and each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the "sponsor/professional" or "owner" (as their relationship may determine) provides as follows:

In consideration for the opportunities provided by the sponsor/professional and each owner to the undersigned "participant" (including any minor participant for whom he signs this Agreement) for the enjoyment of equine activities as a participant, the undersigned "participant" (including any minor participant for whom he signs this Agreement) hereby agrees as follows:

1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia 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 in this Agreement by reference. This Agreement shall be so construed as to provide to the sponsor/professional the fullest protection of a release, waiver of right to sue and assumption of all risks, which is afforded to the sponsor/professional by the Act and by general law.
2. All pronouns shall be construed to include the masculine, feminine or neuter as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.
3. The participant hereby acknowledges that he 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 or to trip and/or fall; (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 reaction; (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 equine activity in connection therewith, may forseeably or 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 of being struck by an equine, by a rider or by a hound; (ix) any negligent act or omission by the sponsor/professional or any owner which causes or results in the death or personal injury of the participant or damage to the participant's property; and all other risks associated with horse back riding, ground work and all related activities.
4. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter against the sponsor/professional and each owner for death, personal injury or property damage which is in any way associated with the Risks; he does hereby WAIVE his right to sue or bring any action against the sponsor/professional/ or any owner in connection therewith; he agrees to INDEMNIFY and DEFEND the sponsor/professional and each owner from and to HOLD the sponsor/professional and each owner HARMLESS against any such suit or action; and he 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 3, above.
5. The participant hereby authorizes and consents to any emergency, medical care that 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 personally delivered to the sponsor/professional.
7. To the extent possible, this Agreement shall be construed in such a 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 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 solely on his own behalf.
9. This Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the participant.
10. I have fully read and fully understand the foregoing equine 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/professional or any owner for any advice or explanation in connection therewith.

Participant Name: _____
(Print)

Address: _____

City _____ State: VA Zip: _____ County: _____

Participant Signature: _____

Guardian Name: _____
(Print Parent or Guardian)

Guardian Signature: _____
(If under age 18)

Date: _____ Phone: _____

Guardian Name: _____
(Print Parent or Guardian)

Guardian Signature: _____
(If under age 18)

Date: _____ Phone: _____