

TURNER FARM EVENTS, INC.

PARTICIPANT AGREEMENT:

ASSUMPTION OF RISKS: ON BEHALF OF MYSELF, AND ANY MINOR PARTICIPANT IDENTIFIED HEREIN (COLLECTIVELY “I” OR “MY”), I UNDERSTAND AND AGREE TO ASSUME THE RISKS INVOLVED IN EQUINE ACTIVITIES, WHICH RISKS INCLUDE, BUT ARE NOT LIMITED TO, BODILY INJURY, ILLNESS, PHYSICAL HARM AND EVEN DEATH TO HORSES, RIDERS, AND SPECTATORS FROM USING, RIDING OR BEING IN CLOSE PROXIMITY TO HORSES. FURTHER, I UNDERSTAND THAT “RISKS OF EQUINE ACTIVITIES” SHALL MEAN THOSE DANGERS OR CONDITIONS WHICH ARE AN INTEGRAL PART OF EQUINE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO:

- THE PROPENSITY OF ANY EQUINE TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM AND/OR DAMAGE TO PROPERTY IN THEIR VICINITY;
- THE UNPREDICTABILITY OF AN EQUINE’S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENTS AND UNFAMILIAR OBJECTS, PERSONS OR OTHER ANIMALS;
- CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE OBJECTS;
- COLLISIONS WITH OTHER EQUINES, ANIMALS, PEOPLE AND OBJECTS (FIXED OR OTHERWISE);
- LIMITED AVAILABILITY OF EMERGENCY MEDICAL CARE; AND
- THE POTENTIAL OF A PARTICIPANT, SPECTATOR OR OTHER PERSON TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR TO ACT WITHIN HIS/HER ABILITY.

WAIVER OF LIABILITY: FOR THE PRIVILEGE OF RIDING, HANDLING, AUDITING, OBSERVING, AND/OR WORKING AROUND EQUINES AT THE TURNER FARM PARK TODAY AND ON ALL FUTURE DATES, I, ON BEHALF OF MYSELF, MY FAMILY MEMBERS, MY HEIRS, PERSONAL REPRESENTATIVES, OR ASSIGNS, DO HEREBY AGREE TO RELEASE, WAIVE, AND DISCHARGE TURNER FARM EVENTS, INC., TURNER FARM PARK AND THE FAIRFAX COUNTY PARK AUTHORITY, AND ITS DIRECTORS, MANAGERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY OR RESPONSIBILITY FOR ANY ACCIDENT, DAMAGE, INJURY, OR ILLNESS **(INCLUDING BACTERIA OR VIRUSES, SUCH AS COVID-19, KNOWN OR UNKNOWN AT THE TIME OF THIS SIGNING)** TO MYSELF OR ANY HORSE OWNED OR LEASED BY ME OR ANY HORSE NOT OWNED BY MYSELF BUT USED BY ME, OR TO ANY FAMILY MEMBER, PARTICIPANT OR SPECTATOR ACCOMPANYING ME WHILE ON THE PREMISES OF TURNER FARM PARK RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES OR FROM THE ORDINARY NEGLIGENCE (ACTIVE OR PASSIVE) OF TURNER FARM EVENTS, INC.. I AGREE NOT TO BRING ANY CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND/OR LITIGATION, AGAINST TURNER FARM EVENTS, INC., FOR ANY ECONOMIC OR NON-ECONOMIC LOSSES DUE TO BODILY INJURY, ILLNESS, DEATH, AND/OR PROPERTY DAMAGE SUSTAINED BY ME OR ANY FAMILY MEMBER, PARTICIPANT OR SPECTATOR ACCOMPANYING ME WHILE ON THE PREMISES OF TURNER FARM PARK AND/OR IN RELATION TO THE PREMISES AND/OR OPERATIONS OF TURNER FARM PARK.

INDEMNIFICATION/HOLD HARMLESS: I ALSO AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY TURNER FARM EVENTS, INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS AND/OR REPRESENTATIVES (INCLUDING, BUT NOT LIMITED TO, COSTS ASSOCIATED WITH DEFENDING A SUIT, JUDGMENT, COURTS

COSTS, INVESTIGATION COSTS, AND REASONABLE ATTORNEY FEES) FROM ANY AND ALL CLAIMS OF MINE, MY FAMILY MEMBERS, OR OTHERS ARISING FROM ANY INJURY, ILLNESS OR LOSS DUE TO MY PARTICIPATION AS A RIDER, HANDLER, OR SPECTATOR. I FURTHER AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY TURNER FARM EVENTS, INC., AND ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS AND/OR REPRESENTATIVES, AGAINST ANY AND ALL CLAIMS OF CO-PARTICIPANTS, RESCUERS, AND OTHERS ARISING FROM MY CONDUCT IN THE COURSE OF MY PARTICIPATION AS A RIDER, HANDLER, OR SPECTATOR.

ACKNOWLEDGEMENTS, ASSERTIONS, AND AGREEMENTS:

EMERGENCY CARE – I AUTHORIZE OR AGREE THAT TURNER FARM EVENTS, INC.:

- MAY ADMINISTER EMERGENCY FIRST AID, CPR, AND USE AN AED WHEN DEEMED NECESSARY.
- MAY SECURE EMERGENCY MEDICAL CARE OR TRANSPORTATION (I.E., EMS) WHEN DEEMED NECESSARY.
- MAY SHARE MY MEDICAL HISTORY (IF KNOWN) WITH EMERGENCY MEDICAL PERSONNEL WHEN DEEMED NECESSARY.
- I SHALL ASSUME ALL COSTS OF EMERGENCY MEDICAL CARE AND TRANSPORTATION PROVIDED ON MY BEHALF.

RULES & SAFETY EQUIPMENT – I AGREE:

- TO WEAR AN SEI/ASTM APPROVED RIDING HELMET AT ALL TIMES WHILE MOUNTED ON THE HORSE.
- TO INFORM TURNER FARM EVENTS, INC., IMMEDIATELY IF I BECOME AWARE OF RIDER CONDUCT OR EQUIPMENT CONDITION THAT PRESENTS A DANGER TO MYSELF OR OTHERS.

MEDIATION AND SEVERABILITY CLAUSES:

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. ANY ACTION BROUGHT UNDER THIS AGREEMENT SHALL BE BROUGHT WITHIN ONE (1) YEAR OF THE INCIDENT OR DISPUTE GIVING RISE TO SAID CLAIM. I FURTHER AGREE THAT PRIOR TO LITIGATION, SUCH INCIDENT OR DISPUTE SHALL FIRST BE MEDIATED BY A TRAINED MEDIATOR KNOWLEDGEABLE IN EQUINES AND EQUINE ACTIVITIES FROM A LIST ACCEPTABLE TO TURNER FARM EVENTS, INC. COSTS OF MEDIATION SHALL BE SHARED EQUALLY BY THE PARTIES. I ALSO EXPRESSLY AGREE THAT THIS PARTICIPANT AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT TO THE MAXIMUM EXTENT ALLOWED BY LAW.

ACKNOWLEDGEMENT OF UNDERSTANDING: I UNDERSTAND THIS IS A LEGAL DOCUMENT AND THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY. I UNDERSTAND I HAVE THE CHOICE NOT TO PARTICIPATE AS A RIDER, HANDLER, JUDGE, ASSISTANT, VOLUNTEER, OR SPECTATOR IN THE ACTIVITY OR EVENT HELD AT TURNER FARM PARK, AND, THEREFORE, NOT SIGN THIS AGREEMENT.

I HAVE READ THIS PARTICIPATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE TURNER FARM EVENTS, INC., ITS CLINICIANS, DIRECTORS, MANAGERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES AND/OR AGENTS FOR INJURIES, ILLNESS OR DEATH RESULTING FROM THE RISKS OF EQUINE ACTIVITIES OR THE ACTIVE OR PASSIVE NEGLIGENCE OF TURNER FARM EVENTS, INC. I FURTHER ACKNOWLEDGE AND AGREE THAT I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, INCLUDING THAT DUE TO ORDINARY NEGLIGENCE BY TURNER FARM EVENTS, INC., TO THE GREATEST EXTENT ALLOWED BY LAW.

BY PROVIDING MY HANDWRITTEN OR ELECTRONIC SIGNATURE BELOW, I ACKNOWLEDGE THE AFOREMENTIONED AND AGREE TO BE BOUND BY THIS AGREEMENT, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION. I FURTHER UNDERSTAND AND AGREE THAT AN ELECTRONIC SIGNATURE IS A LEGAL AND BINDING SIGNATURE.

DATE _____

SIGNATURE OF PARTICIPANT/PARENT/GUARDIAN _____
(must be at least 18yrs of age to sign)*

PRINTED NAME OF SIGNATORY _____

IF PARTICIPANT IS A MINOR, PRINT NAME _____

DATE OF BIRTH OF MINOR _____

ADDRESS CITY, STATE, ZIP _____

TELEPHONE _____ EMAIL _____

EMERGENCY CONTACT PERSON _____

TELEPHONE OF EMERGENCY CONTACT _____

***IF PARTICIPANT IS A MINOR (LESS THAN 18 YEARS OF AGE), THE PARENTAL OR GUARDIAN SIGNATURE INDICATES FULL UNDERSTANDING OF THE ABOVE TERMS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IS WAIVING BOTH THE RIGHTS OF THE MINOR PARTICIPANT AND THE RIGHTS OF THE PARENT/GUARDIAN PURSUANT TO THIS AGREEMENT.**