

LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT Name

The participant, and his or her legal guardian if the participant is under the age of 18 years, does/do hereby execute this Liability Release and Hold Harmless Agreement, waiver, indemnification for himself or herself/themselves and his or her/their heirs, successors, representatives and assigns, and acknowledges the inherent risk involved in riding and working around horses, which risks include bodily injury from using, riding or being in close proximity to horses among other risks, and further that both horse and rider can be injured in normal use or in schooling, practice events, competition, lessons, clinics, play days, horse shows.

<u>NOVAWE members</u>, in consideration for the privilege of riding, receiving instruction or assistance from of Northern Virginia Working Equitation Corp (NOVAWE) members or their agents, clinicians and instructors, and working around horses as part of NOVAWE, the undersigned does hereby agree to hold harmless and indemnify and further release NOVAWE, its members, instructors, judges, agents, representatives, facility owners and other organizations affiliated with this activity from any and all liability, loss, damage, costs, claims, and/or causes of action, including but not limited to all bodily injuries and property damage arising out of participation in the activity, it being specifically understood that said activity includes the handling of equines by the Undersigned participant, or responsibility for accident, damage, injury or illness to the Undersigned on the premises of facilities used, donated to, rented, leased by NOVAWE.

The Undersigned, <u>if not a NOVAWE member</u>, also, in consideration for the privilege of riding, receiving instruction or assistance from of Northern Virginia Working Equitation Corp (NOVAWE) members or their agents, clinicians and instructors, and working around horses as part of NOVAWE, the Undersigned does hereby agree to hold harmless and indemnify and further release NOVAWE, its members, instructors, judges, agents, representatives, facility owners and other organizations affiliated with this activity from any and all liability, loss, damage, costs, claims, and/or causes of action, including but not limited to all bodily injuries and property damage arising out of participation in the activity, it being specifically understood that said activity includes the handling of equines by the Undersigned participant, or responsibility for accident, damage, injury or illness to the Undersigned on the premises of facilities used, donated to, rented, leased by NOVAWE.

The Undersigned fully understands that horseback riding, (which includes riding over fences, negotiating **Working Equitation obstacles**, other obstacles, riding in indoor and outdoor arenas as well as outside in open schooling areas, trails, on natural footing which may be steep and/or rough terrain) are very dangerous activities.

Pursuant to Sections § 3.2-6200 - 6203 of the Code of Virginia, I the Undersigned, execute this waiver of my rights to sue and agree to assume all risks inherent in equine activities and have notice of all risks inherent in equine activities including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant, (ii) the inability to predict an equine's reaction to sound, movements, objects, persons or animals, and (iii) hazards of surface or subsurface conditions and riding over unknown terrain where hazards may be hidden by vegetation or development. I wish to participate in these activities knowing they are dangerous.



IN EXCHANGE FOR BEING PERMITTED TO PARTICIPATE IN THESE ACTIVITIES, FOR MYSELF, MY HEIRS, SUCCESSORS, REPRESENTATIVES, ASSIGNS AND LEGAL REPRESENTATIVES, I RELEASE AND AGREE NOT TO MAKE OR BRING ANY CLAIM OF ANY KIND AGAINST NOVAWE, NOR ITS OFFICERS, DIRECTORS, MEMBERS, INSTRUCTORS, CLINICIANS, JUDGES, OR GUESTS, OR ANY LANDOWNERS, LANDHOLDERS OR THE PERSONS MAKING PROPERTY AVAILABLE FOR NOVAWE EVENTS, FOR ANY INJURY (INCLUDING DEATH), TO ME OR ANY DAMAGE TO MY PROPERTY WHETHER FROM ANYONE'S NEGLIGENCE OR NOT, OR ANY OTHER CAUSE, ARISING OUT OF MY PARTICIPATION IN THESE DANGEROUS HORSEBACK RIDING OR RELATED ACTIVITIES; AND I ALSO AGREE IF ANYONE MAKES ANY CLAIMS BECAUSE OF ANY INJURY TO ME (INCLUDING DEATH), OR FOR ANY DAMAGE TO MY PROPERTY, I WILL KEEP ALL THOSE RELEASED BY THIS AGREEMENT FREE OF ANY DAMAGES OR COSTS BECAUSE OF THOSE CLAIMS.

FURTHERMORE, MY SIGNATURE HEREBY INDICATES MY AGREEMENT TO WEAR A HARD HAT WHICH MEETS SEI/ASTM F1163-00 STANDARDS AT ALL TIMES WHILE PARTICIPATING IN NOVAWE RIDING ACTIVITIES AND TO OBEY ALL RULES SET FORTH BY NOVAWE.

This Waiver is in force for any NOVAWE activities held between January 1 and December 31, 2022.

SIGNER STATEMENT OF AWARENESS

I, the Undersigned, have read and do understand the foregoing agreement, warnings, and assumption of risk and understand the terms of this release.

| | DATE | |
|--|----------------------|----------------|
| Signature of Participant (Parent must sign b | | |
| | (Please print name.) | |
| If 17 & under: Parent Name (Please print:) Signature of Parent, or Guardian | | |
| Address in full: | | |
| Cell Phone # | _Home Phone # | |
| EMAIL: | | |
| Emergency Contact Name | | (print please) |
| Emergency Contact Cell # | | |
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