

Trevaja's Hooves

Release and Waiver Liability

I am aware that horseback riding, hunting, riding to hounds and other equine activities are athletic events which pose potentially serious risks of injury or death to their participants. I understand that my horse(s) or I may be injured or die as a result of my negligence or 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 are often unpredictable and are often difficult to control.

With this waiver I accept notice of the provisions of the Equine Activity Liability Act 3.1-796.130 through 3.0-796.133 of the Code of Virginia, 1950, as amended, which state in part "(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)the hazards of surface or subsurface conditions." The waiver shall remain valid unless expressly revoked by the participant or the parent or guardian of a minor, in writing, with the receipt acknowledged by a representative of Toland or Aldona Petraitis, hereafter referred to as "owners."

Furthermore, with this waiver, I expressly assume the risk of injury or death due to the negligence of the owners, their agents, employees, members, officers, directors and staff, for my own safety or for the safety of my minor child.

With the knowledge of the foregoing, and as an inducement for the owners to allow me to ride or participate in clinics or other activities that require riding on top of a horse on their property, I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against the owners, their employees and participants, arising from any damages, injury or death which I might sustain or which might occur to any horse(s). I further agree to indemnify, and hold harmless all of the forgoing from any claims which I might make or which might be made on my behalf by others or which might be made against me or others, arising from riding on the owner's property. Furthermore, I agree to indemnify owners, their employees, or participants, for any injury, death, loss or damage to any personal property which might occur during an equine activity as defined by 3.1-796.130 of the Code of Virginia, 1950, as amended or social functions sponsored by the owners or held in our behalf or for our benefit, when such injury, death, loss or damage occurs on their property.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST THE OWNERS, AND PARTICIPANTS OR EMPLOYESS OVER WHOSE LAND I RIDE, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, THE OWNERS, AND EMPLOYEES OVER WHOSE LAND I RIDE, 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.

By signing this waiver, I also understand, accept and acknowledge that the use of Video and Monitoring devices are being used and are in constant use for the safety and well being of the animals that reside on the property, the person that visit the property and the protection of the property itself.

Date_____ Participant Signature or Printed Name of Minor: _____

Parent/Guardian: (Signature)_____

NOTICE:

Equine Activity involves risk of injury or death.

The term “Intrinsic Dangers of Equine Activities” means those dangers or conditions that are an integral part of equine activities, including but not limited to (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, inanimate objects 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.

Examples of surface or subsurface conditions that may affect Equines and Participants include, but are not limited to, the following:

- (i) unsatisfactory surface conditions caused by water, ice, snow, mud, and other substances that may affect footing;
- (ii) holes, ditches, culverts, and other surface irregularities that may or may not be apparent to Equines or Participants;
- (iii) subsurface conditions such as holes, animal burrows, and other conditions that may cause the soil to provide inadequate support;
- (iv) fallen trees, branches, building materials, and other debris that may or may not be apparent to Equine or Participants;
- (v) fence posts, gates, branches, and other obstructions that may affect Equines or Participants;
- (vi) any other surface or subsurface condition that may or may not be apparent to Equines or Participants.

The forgoing list is not exhaustive and is intended only to illustrate some of the hazards that may be presented by surface conditions, and thus all riders ride at their own risk.

Date: _____

Signature of Participant or Print Name of Minor: _____

Parent/Guardian if under 18years of age:

(Printed): _____

(Signature): _____