

**FAUQUIER EQUESTRIAN FORUM (RideFauquier)
RELEASE, WAIVER AND INDEMNITY AGREEMENT**

The undersigned (hereinafter referred to as "Rider"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to participate in cross-country horseback riding, competitive trail riding OR other related equine activities with Fauquier Equestrian Forum, ("FEF"), and being fully aware of the risk of injury and dangers inherent in the riding and handling of horses, and the EXCEPTIONALLY DANGEROUS NATURE of riding cross-country over steep and rough terrain, hereby elects voluntarily to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY EQUINE ACTIVITY SPONSORED BY FEF, RIDER KNOWINGLY AND EXPRESSLY WAIVES RIDER'S RIGHTS TO SUE FEF, FAUQUIER COUNTY OR LAUREL RIDGE COMMUNITY COLLEGE EDUCATION FOUNDATION, INC., THEIR OFFICERS, DIRECTORS, VOLUNTEERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO RIDER OR TO RIDER'S PROPERTY, AND RIDER AGREES TO ASSUME ALL RISKS INHERENT IN RIDING OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO RIDER OR TO RIDER'S PROPERTY. RIDER ACKNOWLEDGES THAT RIDER HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH 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, 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, AND RIDER EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO RIDER AND TO ANY AND ALL MINOR CHILDREN AND/OR WARD(S) OF RIDER, IN ACCORDANCE WITH THE TERMS OF THE CODE OF VIRGINIA, TITLE 3.2, CHAPTER 62 – EQUINE ACTIVITY LIABILITY, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE CODE OF VIRGINIA, TITLE 3.2, CHAPTER 62 – EQUINE ACTIVITY LIABILITY. IF RIDER IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY RIDER'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND RIDER'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND RIDER, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; AND (iii) TO INDEMNIFY AND HOLD HARMLESS FEF AND FAUQUIER COUNTY, THEIR OFFICERS, DIRECTORS, VOLUNTEERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY RIDER (OR RIDER'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY FEF AND FAUQUIER COUNTY, THEIR OFFICERS, DIRECTORS, VOLUNTEERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Release, Waiver and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Code of Virginia, Title 3.2, Chapter 62 - Equine Activity Liability, and that FEF and Fauquier County are covered by the provisions of Title 3.2 Chapter 62 of the Code of Virginia. It is also expressly agreed by Rider and any parent or guardian whose signature appears on this document that the term "Member" as used herein, specifically includes any landowner whose property the FEF meets on, passes through, or otherwise uses in connection with an equine activity, and that any such landowner is covered by the provisions of Title 3.2 Chapter 62 of the Code of Virginia and this Agreement.

This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Rider has been advised to wear protective headgear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear which does not adequately protect against injury.

CAUTION: READ BEFORE SIGNING

Signature of Rider

Date: _____

Rider's Printed Name

Signature of Parent or Guardian *

Date: _____

Parent/Guardian Printed Name

Signature of Parent or Guardian *

Date: _____

Parent/Guardian Printed Name

*PARENT OR GUARDIAN MUST SIGN IN ADDITION TO RIDER UNDER EIGHTEEN YEARS OF AGE. BOTH PARENTS WITH LEGAL CUSTODY OF A MINOR MUST SIGN

RideFauquier/Fauquier Equestrian Forum

Code of Conduct

The following **Code of Conduct** has been formulated to insure that no member will abuse the privilege of riding or hiking across private or public property. When you join RideFauquier you agree to follow all our codes of conduct which include:

1. RIDING HELMETS ARE REQUIRED when mounted on County/RideFauquier managed property and at all RideFauquier activities.
2. Riders under 18 must be accompanied by an adult
3. REPORT ANY DAMAGE OR NEEDED REPAIRS TO ridefauquierbod@gmail.com
4. THE RIGHTS OF THE PROPERTY MANAGERS AND OWNERS, ACROSS WHOSE LAND WE ARE PERMITTED TO RIDE/HIKE, MUST BE RESPECTED AT ALL TIMES. Remember that you are a guest on the land. When you meet landowners or managers, be courteous and let them know how much you appreciate the pleasure they are providing you. One irresponsible person can cause the closing of a trail.
5. FACILITIES ARE OPEN FROM SUNRISE TO SUNSET TO HORSEBACK RIDERS WHO ARE MEMBERS OF RIDEFAUQUIER AND WHO HAVE CURRENT PASSES AND PARKING PERMITS.
Check emails and Facebook for trail and arena closures before going to the facilities.
6. DISPLAY YOUR ID WHEN ON THE FACILITIES.
You must display your parking permit on your vehicle dashboard and wear your RideFauquier ID passes in a visible location at all times when on the property.
7. RIDE ON DESIGNATED TRAILS ONLY.
Riders must not wander from marked trails and must respect TRAIL CLOSED signs.
8. RIDING IS PROHIBITED ON THE TRAILS WHEN THEY ARE VERY WET AND MUDDY.
If you leave marks more than an inch deep on the trails, you must turn around and go a different way. If you would not ride across your own front lawn, it is too wet to use the trails.
9. REPORT ANY DAMAGE OR NEEDED REPAIRS TO info@ridefauquier.com
10. ALWAYS APPROACH OTHER RIDERS ON THE TRAIL AT A WALK AND, IF DIRECTED, PASS AT A WALK.
11. NO LOOSE HORSES IN THE RING.
12. NO LUNGING IN THE RING WHEN OTHERS ARE RIDING THERE.
13. DO NOT REMOVE JUMPS AND OBSTACLES FROM THE ARENA OR THE PROPERTY.
Jumps should be set up at least 15 feet from the fence.
14. CURRENT NEGATIVE COGGINS REQUIRED.
A copy of a current negative Coggins test taken within one year must be carried with any horse on the property and at RideFauquier activities.

14. NO SMOKING OR ALCOHOLIC BEVERAGES IN THE PARKING AREA, ARENA OR ON THE TRAILS.
15. LEAVE YOUR DOGS AT HOME
16. MOTORIZED VEHICLES, EXCEPT THOSE NEEDED FOR MAINTENANCE, ARE PROHIBITED ON THE TRAILS OR IN THE ARENA.
17. KEEP THE PARKING AREA AND ARENA CLEAN.
You must haul out all manure and hay from the parking lot as well as all trash. Manure should be removed from the arena.