

Equine Activity Liability Notice, Release, Waiver of Right to Sue, and Assumption of All Risks
LORD FAIRFAX EQUESTRIAN CENTER

1. This Agreement is given under the Virginia Equine Activity Liability Act (Code of Virginia 3.2-6200 et seq.) as it now provides or may 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 equine activity sponsor or equine professional ("sponsor/professional") the fullest protection of a notice, release, waiver of right to sue, and assumption of all risks, which is afforded to the sponsor/professional by the Act.
2. The undersigned hereby acknowledges that he or she is a participant in an equine activity and has full and complete notice and understanding of the Act and of all the intrinsic dangers of equine activities and 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 that may result in injury, harm, or death to persons on or around them, or to trip and/or fall; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals, or the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, reptiles, birds or insects, and the effects of such reactions; (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) collisions with other animals or objects; (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; (vi) 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 foreseeably or unforeseeably present; (vii) the dangers and risks of tack or harness slipping or breaking for whatever reason; (viii) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity, (ix) 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 and (x) 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.
3. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against the sponsor/professional and each owner for death, personal injury or property damage which is in any way associated with the Risks; he or she does hereby WAIVE his right to sue or to bring any action against the sponsor/professional or any owner in connection therewith; he or she 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 or she 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 2, above. Pursuant to Virginia Code 3.2-6202(B) and 3.2-6203(2), the participant hereby assumes the risk of any injury caused by an action or omission committed by the sponsor/professional that constitutes negligence for the safety of the participant.
4. The participant hereby authorizes and consents to any emergency medical care which 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.

5. The 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.

6. To the extent possible, this Agreement shall be construed in such 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.

7. 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 into solely on his own behalf.

8. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participants.

9. I HAVE FULLY READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THE FOREGOING EQUINE ACTIVITY NOTICE, LIABILITY 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.

Date

Print Name

Signature

Print Name of the Minor Participant for Whom Signing, If Any

Email