

2021

**EMERGENCY AUTHORIZATION, ASSUMPTION OF RISKS
& LIABILITY RELEASE AGREEMENT
TuckerBerry Farm LLC - bold items are required**

Name: _____ **DOB:** _____

Phone# Home: _____ Work: _____ Cell: _____

Emergency Contact: _____

Phone #'s Home: _____ Work: _____ Cell: _____

Email: _____

WARNING

Under Virginia law, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting exclusively from the inherent risks of equine activities.

Inherent Risk/Assumption of Risks. I/We acknowledge that: Risks, conditions and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: the propensity of an animal to behave in ways that may result in injury, death or loss to persons on or around the animal; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons or other animals; hazards include, but are not limited to surface or subsurface conditions, a collision, encounter and/or confrontation with another equine, another animal, a person or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to stopping short; spinning around; changing directions and/or speed at will; shifting its weight; bucking; rearing; kicking; biting; and/or running from danger. I/We also acknowledge that these are just some of the risks and I/We agree to assume others not mentioned above. I/We am/are not relying on TuckerBerry Farm LLC to list all possible risks for me.

Liability Release. I/We agree that: in consideration of my participation in equine related activities under direction of TuckerBerry Farm LLC, I, the student, client or volunteer, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge TuckerBerry Farm LLC, its employees, agents, independent contractors, officers, directors, representatives, assigns, members, and insurers, and others acting on their behalf, of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to ordinary negligence or legal liability; and I do agree to release any claims, demands, legal actions and causes of action, against TuckerBerry Farm LLC, and her employees, agents, independent contractors, representatives, assigns, and insurers, for any damages due to bodily injury and/or death and/or property damage, sustained by me or my minor child or legal ward in relation to equestrian activities aforementioned, including, but not limited to, riding, driving, training, handling or otherwise being near or around horses.

In case of a medical emergency, efforts will be made to notify primary contact. In the event that s/he cannot be reached, the undersigned authorizes TuckerBerry Farm LLC to determine such medical assistance as she deems necessary.

The undersigned authorizes any licensed physician and/or medical facility to provide any medical/surgical care and/or hospitalization for the client, including anesthetic, which they determine necessary or advisable, pending a receipt of specific consent from the undersigned.

I/We represent that I/We have read this entire agreement (consisting of two pages) and in particular the sections labeled Inherent Risk/Assumption of Risks, Liability Release and Warning.

Signature Date: ___/___/___

Guardian Signature if participant is under 18. Date: ___/___/___