

# Win Green Release Form

*Must be signed and on file each year and be current for every visit.*

## NOTICE

You are hereby notified that any equine activity is dangerous AND may result in injury or death AND that there are a number of INTRINSIC DANGERS in equine activities which you agree to assume by your (or your parent or guardian if you are under eighteen) signing this waiver of your rights to sue and assumption of danger. These dangers include, but are not limited to the following:

- (1) the propensity of an equine to behave in dangerous ways which may result in injury to the participant.
- (2) the inability to predict an equine's reaction to sound, movements, objects, persons or animals.
- (3) Hazards of surface or subsurface conditions.

## WAIVER OF RIGHT TO SUE, ASSUMPTION OF INTRINSIC DANGERS/RISKS AND INDEMNITY AGREEMENT

In consideration for and as a condition to my/our being allowed to participate in:

\_\_\_\_\_

at Win Green Farm on \_\_\_/\_\_\_/\_\_\_\_ - and in the future until this waiver and assumption of danger/risk is specifically revoked in writing by the undersigned (or his or her parent or guardian if under the age of eighteen) the undersigned acknowledges the above notice and accepts that there are intrinsic dangers in owning and/or riding horses, participating in, assisting in and the participation in and observing of equestrian events, competitions and activities.

NEVERTHELESS, the undersigned participant (and parent or guardian if participant is under the age of 18) in equine activities at WIN GREEN FARM hereby RELEASES and WAIVES his or her right to sue Leslie A Clark, trading as WIN GREEN FARM, her agents, her employees, AND any other equine professional and equine activity sponsor, organizer, organizing committee, judge or official, their officers, agents, employees and volunteers, for any and all claims for loss, damage and/or injury to me and my property (including but not limited to, motor vehicles, trailer, tack, horse and equipment) however caused and at any time occurring, resulting from, arising out of or during the course of, or in any way connected with the aforesaid equine activity.

I/we undertake to enter or have our horses entered in this equine activity at my/our own risk.

This AGREEMENT is given in part under the VIRGINIA EQUINE ACTIVITY LIABILITY ACT (code of Virginia Section 3.1-796.130. et seq. as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and this Act is hereby incorporated in the Agreement by reference. This Agreement shall be so construed as to provide to the sponsor/professional the fullest protection of a release, waiver or right to sue and assumption of all intrinsic dangers which is afforded to the sponsor/professional by the Act and by general law.

FURTHER, I/We hereby agree in further consideration for and as a condition of my/our being allowed to participate in the aforesaid equine activity, hereby agree to indemnify, save, and hold harmless Leslie A. Clark, trading as WIN GREEN FARM, her agents and employees, and any other equine professional and equine activity sponsor, organizer, organizing committee, from any and all claims for loss, damage, and/or injury to any third party, their person and/or property, including the costs of legal defense of any such claim however occurring, resulting from, arising out of or during the course of, or in any way connected with my/our riding in or participating in the above equine activity.

Given under my/our hands this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
*Participant (rider)*

Participants DOB:

\_\_\_\_\_  
*Owner of horse & emergency phone*

\_\_\_\_\_  
*Parent or Guardian*