

WINDCHASE AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY

I understand that this is an Equine Facility, and all activities on these grounds are subject to the Equine Inherent Risk Law - Virginia Code Ann. 53.1 - 796.130 (1994). By my presence on these grounds I have indicated that I have accepted the limits of liability resulting from inherent risks of equine activities. Any persons in this area will be regarded as participants and limited by the INHERENT RISK LAW.

I hereby agree that I am utilizing the facilities at Windchase at my own risk. I further agree not to hold Windchase, Phyllis Dawson, her heirs, employees, instructors, guests, clients, agents or volunteers (hereafter referred to as 'WINDCHASE') responsible for any loss, damage or injury to myself, my horse, my visitors, my children, my belongings and/or my equipment.

I understand that all riders must wear USEF approved protective headgear (defined as headgear that passes the requirements of the United States Equestrian Federation) whenever mounted.

I fully understand that horseback riding is a dangerous activity. I also fully understand that handling horses in general, whether mounted or otherwise, is a very dangerous activity with many inherent risks, including (1) the propensity of an equine to behave in dangerous ways which may result in injury to the rider or others, (2) the inability to predict an equine's reaction to sounds, movements, objects, persons or animals and (3) the hazards of surface or subsurface conditions and riding over unknown terrain where hazards may be hidden by vegetation or development.

I understand that the cross-country jumps and obstacles do not necessarily meet competition standards, and are not staked down or secured in place. I understand that it is my own responsibility to check for hazards at all obstacles before jumping.

I wish to participate in these activities knowing that they are dangerous. I accept and assume all the risks of injury (including death) to me or my property.

In exchange for being permitted to participate in these activities, for myself, my heirs, guardians and legal representatives, I release and agree not to make or bring any claim of any kind against 'WINDCHASE' for any injury, (including death) to me or any damage to my property whether from anyone's negligence or not, or any other cause arising out of my participation in these dangerous horseback riding or related activities. I also agree if anyone makes any claims because of an injury to me (including death), or for any damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and 'WINDCHASE' and I sign it of my own free will. If under 18, my legal guardian has also read and signed this release beneath my signature.

The terms of this Release and Waiver shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Participants acknowledge and agree that any and all disputes regarding or in any way relating to the WINDCHASE AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY and to any activities taken place at or relating to 'WINDCHASE' or any of its personnel shall be litigated and decided exclusively in the state courts of Loudoun County, Virginia, and all participants irrevocably consent and submit to the sole and exclusive jurisdiction of the state courts of Loudoun County, Virginia for litigation and determination of any action or proceeding arising out of or relating to 'WINDCHASE' and any activities or participation involving 'WINDCHASE'. All participants expressly waive any objections they may have to such jurisdiction or to the convenience or inconvenience of such forum.

Signature _____ Date _____

Print Name _____

IF UNDER 18: Signature of parent or guardian _____

Print Name _____ Date _____