

RELEASE, WAIVER & INDEMNITY AGREEMENT

The undersigned equine activity participant (hereinafter referred to as "PARTICIPANT"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as Meadowlark Farm, LLC a/k/a Meadow Lark Farm, located at _____, The Plains, VA, and/or to use horses and/or facilities either owned or controlled by Meadowlark Farm, LLC, Marianne Campano, and/or Clay Chilcoat (collectively "MLF"), and/or to receive training or instruction from MLF, its agents or employees, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or the riding and handling of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS MEADOWLARK FARM AND/OR RECEIVE INSTRUCTION OR ASSISTANCE FROM MLF AND/OR ITS AGENTS OR EMPLOYEES, PARTICIPANT KNOWINGLY AND EXPRESSLY WAIVES PARTICIPANT'S RIGHTS TO SUE MLF, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY, AND PARTICIPANT 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 PARTICIPANT OR TO PARTICIPANT'S PROPERTY. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT 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 PARTICIPANT 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 PARTICIPANT AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF PARTICIPANT, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. §3.2-6202B, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA. CODE ANN. §§3.2-6200 *et seq.*

IF PARTICIPANT IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY PARTICIPANT'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND PARTICIPANT'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND PARTICIPANT, 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 MLF, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED

Initials

BY PARTICIPANT (OR PARTICIPANT'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY MLF, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

It is expressly agreed by PARTICIPANT 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 Virginia Equine Activity Liability Act, and that MLF is covered by the provisions of that Act. 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.

PARTICIPANT has been advised to wear protective headgear and hard-soled, heeled footwear 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 or footwear which does not adequately protect against injury.

CAUTION: READ BEFORE SIGNING

PARTICIPANT's Signature

Printed Name: _____

Date: _____

Signature of PARTICIPANT's Parent or Guardian*

Printed Name: _____

Date: _____

*PARENT OR GUARDIAN MUST SIGN IN ADDITION TO PARTICIPANT UNDER EIGHTEEN YEARS OF AGE.

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