

# Vintage Valley Sporthorses LLC

11198 Brent Town Road

Catlett, VA 20119

## *Assumption of Risk, Responsibility & Release of Liability*

**Warning:** There are significant elements of risk in any adventure, sport or activity associated with saddle animals including, but not limited to, horses, mules, and burros (referred to herein as "activity"), and the use of related equipment.

**Acknowledgement of Risks:** I realize that there is an inherent danger in the use of any saddle animal, and that travel with, or upon a saddle animal may involve hazards including, but not limited to, uneven or unstable ground or road surfaces, trees, branches, rocks, stones, gravel, mud, water and/or objects on the ground or roadway; that weather can create slippery conditions associated with fog drip, rain, sleet, ice and snow, motor vehicles, other horses, equipment failure, my ability to control or direct an animal, and the speed at which I cause an animal to move unpredictably and with force; that I may suffer accidents or illness in remote places made as to the habits, disposition, suitability, nature or physical condition of any animal. I realized that the unpredictability of the risks, dangers and hazards of the activity; that wearing a helmet is a basic precaution; and that I should ask about other potential risks, dangers, hazards, recommended precautions and procedures.

**Express Assumption of Risk and Responsibility:** In recognition of the inherent risks of the activity, which I and any minor children for which I am responsible will engage, including approaching, handling, mounting, riding, and dismounting a saddle animal, I confirm that I am (we are) physically and mentally capable of participating in the activity, and using the equipment. I/We participate willingly and voluntarily, and I assume full responsibility for personal injury, accidents or illness, including death. I assume all responsibility for damage to or loss of personal property as the result of any accidents that may occur.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage; cuts, wounds, scrapes, abrasions and/or spinal injuries; animal bite or attack, insect bites, allergic reaction, shock paralysis, and/or death; and acknowledge that if, during the activity, I/we experience fatigue, chill, and/or dizziness, my/our reaction time may be diminished, and the risk of an accident increased.

**Covenant of Good Faith:** I recognize that you, as provider of goods and/or services, will operate under covenant of good faith and fair dealing, but that you may find necessary to terminate an activity due to forces of nature, medical necessities, or other problems; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants,

**Authorization:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**Release:** In consideration of services or property provided, I, myself, and any minor children for whom I am parent, legal guardian, or otherwise responsible, and heirs, personal representatives or assigns, do hereby release. Vintage Valley Sporthorses LLC, Vintage Valley Farm and/or LLC, BW Farm LLC (including any successors, owner or owners or any assignee or successor in interest), its principals, directors, officers, shareholders agents, employees and volunteers, and each and every land owner, municipal, and/or governmental agency upon whose property and activity in conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

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