**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“Release”) is between Beaux Rêves Equestrian, LLC, Tattyreagh Farm, LLC. And Hannah and John Henretty\_\_\_\_\_(“Participant”) and, if Participant is under 18 years old, Participant’s legal guardian (“Guardian”), \_\_\_\_Kate Henretty\_\_\_\_.

In consideration of Instructor(s) agreeing to provide horseback riding lessons/training to Participant, Participant and/or Guardian hereby agree as follows:

1. 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 the Act is hereby incorporated into this agreement by reference. This Agreement shall be so construed as to provide to Beaux Rêves Equestrian, LLC and Tattyreagh Farm, LLC and to their respective owners, members, employees, and agents, the fullest protection of a Release, Waiver of Right to Sue and Assumption of All Risks which is afforded by the Act, by other applicable statues and by general law.
2. Participant and/or Guardian hereby acknowledges that he/she has full and complete notice and understanding of the Act and of all the Risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the Participant and/or Guardian or damage to the Participant’s and/or Guardian’s property (the “Risks”), including but not limited to: (i) The propensity of an equine to behave in dangerous ways, including, but not limited to, kicking, biting, shying and bucking, or to trip and/or fall, any of which may result in injury or death to the Participant, the equine, or other persons; (ii) The inability of anyone whomsoever to predict or foresee an equine’s reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, and the effects of such reactions; (iii) The hazards of visible or invisible surface or subsurface conditions, including, but not limited to, objects or conditions on, under or protruding from the surface, both latent and patent; (iv) The hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other visible or invisible debris and obstacles may present; (v) The dangers and risks of tack or harness slipping or breaking for whatever reason; (vi) The dangers and risks of becoming entangled in tack, harness or vehicles used in an equine activity; (vii) The risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason; (viii) The dangers and risks of being struck by an equine, or by a rider; (ix) Any negligent act or omission by Beaux Rêves Equestrian, LLC or Tattyreagh Farm, LLC or by their owners, members, employees, or agents, which in whole or in part causes, contributes to, or results in the death or personal injury of the Participant and/or Guardian or damage to the Participant’s and/or Guardian’s property; and (x) All other risks associated with horses, horseback riding and any other equine activities.
3. Participant and/or Guardian understand and agree that, although Beau Rêves Equestrian, LLC and Tattyreagh Farms, LLC and their respective owners, members, employees, and agents will take reasonable steps to reduce inherent risks, they do not guarantee Participant’s and/or Guardian’s safety or the safety of their property or of any person on the premises at the invitation of Participant and/or Guardian.
4. All equipment used in connection with any horseback riding lessons that Beau Rêves Equestrian provide, including without limitation helmets, riding shoes and tack are provided with no warranty and Beaux Rêves Equestrian has no responsibility for any defects of any such equipment.
5. The Participant hereby RELEASES and WAIVES all rights which he/she may have or hereafter have against Beaux Rêves Equestrian, LLC, Tattyreagh Farm, LLC, or their owners, members, employees, or agents arising out of or relating to death, personal injury or property damage which is in any way associated with the Risks; he/she does hereby WAIVE his/her right to sue or to bring any action against Beaux Rêves Equestrian, LLC, and Tattyreagh Farm, LLC, or their respective owners, members, employees, or agents, in connection therewith; he/she agrees to INDEMNIFY and DEFEND Beaux Rêves Equestrian, LLC, Tattyreagh Farm, LLC, and their respective owners, members, employees, or agents from and to HOLD each of them HARMLESS against any such suit or action; and he/she herby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury, and property damage which are in any way associated with the inherent Risks associated with participation in equine activities, including but not limited to those enumerated in Paragraph 2 above.
6. The Participant and/or Guardian agrees that he/she shall have the sole individual responsibility for knowing the range of his/her own ability to manage, care for and control a particular horse or perform a particular equine activity, and that it shall be his/her duty to act within the limits of his/her own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equine activity, to heed all posted warnings, and to refrain from acting in a manner which may cause or contribute to the injury of anyone. Furthermore, a Participant involved in an accident shall not depart from the area or facility where the equine activity took place without leaving personal identification, including name and address, and without notifying the proper authorities, and obtaining assistance when that person knows or reasonably should know that any other person involved in the accident is in need of medical or other assistance.
7. The Participant and/or Guardian hereby authorizes and consents to any emergency medical care which may at the time appear reasonable appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.
8. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the Participant and/or Guardian until expressly revoked by the Participant in a written notice to Beaux Rêves Equestrian, LLC and Tattyreagh Farm, LLC.
9. Participant and/or Guardian agree to abide by all instructions or directions provided by Beaux Rêves Equestrian or its owners, members, employees or agents and all rules and regulations of Beaux Rêves Equestrian, LLC and Tattyreagh Farm, LLC.
10. To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.
11. If this Agreement is executed by the undersigned Guardian for and on behalf of a minor Participant named below, the undersigned Guardian hereby warrants and represents that he/she is, in fact, the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor Participant, his heirs, personal representatives, successors and assigns; and the undersigned Participant further agrees that this Agreement shall also be as fully binding on the undersigned Participant as if it were entered into solely on his own behalf.
12. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant.
13. The undersigned Participant agrees to wear a hard hat at all times and protective vest for appropriate events, have a current copy of the horse’(s) coggins and have a grounds person (a helper on the ground to assist the rider as needed) at all times when on the grounds of Beaux Rêves Equestrian, LLC and Tattyreagh Farm, LLC.
14. **I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON BEAUX RÊVES EQUESTRIAN, LLC OR TATTYREAGH FARM, LLC FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.**

**PLEASE PRINT**

Participant’s Name:\_\_\_\_\_\_Hannah Henretty and John Henretty\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Address: \_\_\_\_\_20393 Hartwell st\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_Ashburn, VA 20147\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_Kate Henretty\_\_\_\_\_\_ Date: \_\_5/1/2021\_\_\_\_

I, \_\_Kate Henretty\_\_\_\_\_, represent and warrant that I am the legal guardian of the person identified as Participant, that I have full authority to agree to all of the terms of this Release on behalf of Participant, and that I have read and understood all of the foregoing provisions and agree to them.

Guardian Print: \_Kate Henretty\_\_\_\_\_\_\_\_\_\_

Guardian Sign: \_\_\_Kate Henretty\_\_\_\_\_\_\_\_\_\_ Date: 5/1/2021\_\_\_\_\_\_

Address: \_\_\_\_20393 Hartwell st\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_Ashburn, VA 20147

Relation to Participant: \_\_\_\_\_\_\_Mother\_\_\_\_\_\_\_\_\_