

EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS

This Equine Activity Release, Waiver of Right to Sue and Assumption of All Risks Agreement (“this Agreement”) is hereby given by the undersigned to Vicki Phillips, James River Equestrian Center, Inc., and/or the owners of any horses engaged for compensation in renting to a participant an equine (for the purpose of riding, driving or being a passenger upon an equine) whether directly, or indirectly through these stables, and, to the extent not already included, to each “equine professional” as defined in the Act (as hereinafter defined) and, to the extent not already included, to each owner of any equine used by any participant in any equine activity (all the foregoing persons hereinafter referred to collectively as “owner”) and each partner, officer, agent, employee, director, shareholder, member, heir, personal representative, successor and assign of the Owner, and provides as follows: in consideration for the opportunities provided by the Owner to the undersigned “participant” (including any minor participant for whom he signs this Agreement) for the enjoyment of the equine activities as a participant, the u

ndersigned “participant” (including any minor participant for whom he signs this Agreement) hereby agrees as follows:

1. This Agreement is given under the Virginia Equine Activity Liability Act (Code of Virginia 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 in this Agreement by reference. This Agreement shall be so construed as to provide to the Owner the fullest protection of a release, waiver of right to sue and assumption of all risks which is afforded to the Owner by the Act.
2. All pronouns shall be construed to include the masculine, feminine or neuter as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.
3. The participant hereby acknowledges that he 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 or damage to the participant’s property (the “risks”) including, but not limited to: (i) the propensity of an equine to behave in dangerous ways or to trip and/or fall; (ii) the inability of anyone whomsoever to predict or foresee and 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 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, log, bridges, ditches and other debris and obstacles, and any equine activity in connection therewith, may foreseeably or unforeseeable 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 reasons whatsoever or for no identifiable reason; and (viii) any negligent act or omission by the sponsor/professional or any owner which causes or results in the death or personal injury of the participant or damage to the participant’s property.
4. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against the Owner for death, personal injury or property damage which is in any way associated with the Risks; he does hereby WAIVE his right to sue or to bring any action against the Owner in connection therewith; he agrees to INDEMNIFY and DEFEND the Owner from and to HOLD the Owner HARMLESS against any such suit or action; and he hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the Risks enumerated in paragraph 3, above.
5. The participant 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.
6. This Agreement shall remain valid in full force and effect from and after the date opposite the signature of the participant until expressly revoked by the participant in a written notice personally delivered to the Owner.
7. 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 hereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.
8. If this Agreement is executed by the undersigned participant for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he 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 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.
9. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.

10. 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 THE OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

11. EACH OF THE PARTIES HERETO AGREES THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BE INSTITUTED ONLY IN THE COURTS OF THE COMMONWEALTH OF VIRGINIA SITTING IN RICHMOND OR THE UNITED STATES DISTRICT COURTS FOR THE EASTERN DISTRICT OF VIRGINIA; AND EACH OF THE PARTIES HEREBY WAIVES ANY OBJECTION WHICH HE MAY HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHERMORE, THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY CONCERNING ANY LITIGATION BASED HEREON OR IN CONNECTION WITH THE AGREEMENTS, RELATIONSHIPS OR TRANSACTIONS CONTEMPLATED HEREUNDER.

Print Name

Signature

_____/_____/_____
Date

Print name of the Minor Participant for whom signing, if any

Home Phone: (_____) _____

Street Address: _____

City, State, Zip: _____

Email address: _____

Work Phone: (_____) _____

Allergies, medications: _____

Physician's name and telephone: _____

If I can not be reached in the event of an emergency, the following person is authorized to act in my behalf.: _____
