

RELEASE, WAIVER & INDEMNITY AGREEMENT

The undersigned (hereinafter referred to as "Rider"), being of at least 18 years of age, or signing in conjunction with a parent or legal guardian if not 18 years old, desires to ride and/or handle horse(s) owned and/or controlled by _____ (hereinafter referred to as _____) and/or Hermitage Hill Farms and Stables (hereinafter referred to as "HHFS") or to use the facilities controlled by _____ and/or HHFS for equine activities. Rider, being fully aware of the risk of injury and hazard inherent in the riding and handling of horses, hereby elects to voluntarily participate in said activities, and does hereby willingly enter into this Release, Waiver and Indemnity Agreement ("Waiver").

In consideration of being permitted to ride and/or handle horse(s) of _____ and/or HHFS and/or to use the facilities controlled by _____ and/or HHFS for equine activities, Rider knowingly and expressly waives Rider's right to sue _____ or HHFS, their employees, agents, successors, heirs and assigns, for injury, death, loss, or damage caused to Rider or Rider's property, and Rider 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 Rider or to the Rider's property.

Accordingly, with this Waiver, Rider accepts notice of the risks inherent in equine (horse) activities, including: (I) the propensity of an equine to behave in dangerous ways which may result in injury to a participant in an equine activity; (II) the inability to predict an equine's reaction to sound, movements, objects, person, or animals; (III) hazards of surface or 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. Rider expressly agrees to assume all such risk and waives all right to sue for injuries, death, loss, or damage caused by such risks. This Waiver and express assumption of risks contained herein shall specifically apply to Rider and to any and all minor children and/or wards of Rider, in accordance with the terms of § 3.1-796.132B of the Virginia Code, and shall be construed to comply with the exculpatory terms of the Virginia Equine Activity Liability Act (VA. Code Ann. § 3.1-796.130 *et seq.*).

If Rider is a minor or otherwise under a legal disability, this Waiver shall be signed by Rider's parent or legal guardian. By signing, Rider's parent or legal guardian agrees: (I) to waive the parent's/guardian's and the Rider's rights to sue HHFS and _____; (II) to assume, on behalf of the parent, guardian, and Rider, the risks set forth in the preceding paragraphs, in addition to all other risks of riding or otherwise coming into contact with horses; and (III) to indemnify and hold harmless _____, HHFS, and their employees, agents, successors, heirs and assigns from any loss claim, suit, or judgment resulting from any injury, death, loss, or damage sustained or claimed by Rider (or Rider's personal representative), and further to indemnify _____, HHFS, and their employees, agents, successors, heirs and assigns, from any and all costs of defending such claims, including attorney's fees.

This Waiver shall remain valid unless expressly revoked by Rider, or the parent/guardian of a minor Rider, in writing, with receipt acknowledged by HHFS and _____.

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Waiver shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirement necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that this Waiver 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 the Waiver shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

CAUTION: READ BEFORE SIGNING

Rider Signature

Printed Name of Rider

Guardian Signature (if Rider under 18)

Printed Name of Guardian

Date: _____

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