



## Equine Activity Liability Release, Waiver of Right to Sue and Assumption of all Risks

Homestead Farm by Mahlon Bender 8316 Burwell Road Catlett Virginia 20119

This equine activity liability release, waiver of the right to sue and assumption of all risks ("this agreement") is hereby given by the undersigned Participants to Mahlon Bender, individually and trading as Homestead Farm (hereinafter referred to as Mahlon Bender) and to each partner, officer, agent, employee, heir, and personal representative of and provides 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 Mahlon Bender the fullest protection of a Release, Waiver of Right to Sue and Assumption of All Risks which is afforded by the Act, and by other applicable statutes and general law.
2. The undersigned 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 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 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 debris and obstacles, and any equine activity in connection therewith, may foreseeable or unforeseeably 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 and (viii) any negligent act or omission by Mahlon Bender which causes or results in the death or personal injury of the participant or damage to the participant's property.
3. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against Mahlon Bender 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 Mahlon Bender in connection therewith; he agrees to INDEMNIFY and DEFEND Mahlon Bender from and to HOLD Mahlon Bender 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 2, above.
4. The participant hereby agrees that he shall have the solve individual responsibility for knowing the range of his own ability to manage, care for and control a particular horse or perform particular equine activities, and that is shall be his duty to act within the limits of his own ability, to maintain reasonable control of the particular horse(s) at all times while participating in an equine activity, to heed all posted warnings, to perform equine activities only in areas or in facilities designed and/or used by Mahlon Bender 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 of the facility where the equine activity took place without leaving personal identification, including name and address, or without notifying the proper authorities, or without 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.

5. The participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.
6. The Agreement shall remain valid and 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 Mahlon Bender.
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 thereof 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 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.
9. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participants.

10. I HAVE FULLY READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN 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 Mahlon Bender FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

Participant's Name (please print): \_\_\_\_\_

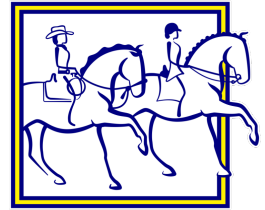
Address: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Guardian's name if participant is a minor (print): \_\_\_\_\_

(To be signed by parent or legal guardian if Participant is under 18 years of age)

# VSP EQUESTRIAN - EQUINE RELEASE



## **THIS EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS AGREEMENT** is made and entered into this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_, by and between MICHELLE VON SCHMIDT-PAULI/VSP Equestrian, hereinafter referred to as "TRAINER," and \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "STUDENT," and, if STUDENT is a minor, STUDENT'S Parent or guardian, \_\_\_\_\_, In

consideration received, and in return for the use, today and on all future dates, of services derived from TRAINER, TRAINER'S assistants, agents and employees; STUDENT, STUDENT'S heirs, assigns and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk; The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner they may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

STUDENT acknowledges that horses, by their very nature are unpredictable and subject to animal whim. STUDENT assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. STUDENT agrees to abide and follow TRAINER'S rules and regulations which shall be posted and/or available from time to time and may also be found on the website vspequestrian.com. STUDENT further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the STUDENT. STUDENT assumes all risks therefore and warrants that a full and fair disclosure of STUDENT'S abilities has been made to TRAINER.

STUDENT expressly releases TRAINER from any and all claims for personal injury or property damage.

### **NOTICE**

**Under Virginia Law, an equine activity sponsor or equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity resulting from the inherent risks of equine activities pursuant to the Equine Activity Liability Act, Sections 3.2-6200 through 3.2-6203 of the Code of Virginia (as amended).**

2. STUDENT AND STUDENT'S PARENT OR GUARDIAN AGREE TO HOLD HARMLESS, INDEMNIFY, AND DEFEND TRAINER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS, OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHETHER ACTUALLY INCURRED OR NOT, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANYWAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH STUDENT'S USE OF OR PRESENCE UPON THE PROPERTY OF TRAINER, MANAGER AND THE FACILITIES LOCATED THEREON.

3. In the event STUDENT is using STUDENT'S own horse, or a horse(s) not owned by TRAINER, STUDENT warrants said horse(s) are sound, in good health and shall be free of infections, contagious or transmittable disease. TRAINER refuses the right to refuse access or use of any horse that does not appear to TRAINER to be sound, in good health, or is deemed dangerous or undesirable. STUDENT AND PARENT OR GUARDIAN ADDITIONALLY KNOWINGLY WAIVE ANT CLAIMS FOR LIABILITY AGAINST TRAINER FOR ANY DAMAGES TO STUDENT'S HORSE(S) OR OTHER PROPERTY, INCLUDING BUT NOT LIMITED TO, DAMAGES THAT ARISE FROM THE CONDUCT, NEGLIGENT OR OTHERWISE, OF TRAINER, TRAINER'S ASSISTANTS, AGENTS, AND/OR EMPLOYEES, AND DAMAGES CAUSED BY THIRD PARTIES.

4. STUDENT agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Parent or Guardian (under 18)

\_\_\_\_\_  
Participant's Age (under 18)