

Thousand Hills Riding Stable LLC

Waiver of Liability

This agreement and release from liability is entered into on this _____ day of _____, in the year 20_____ by and between Yvonne Bright, employees of Thousand Hills Riding Stable LLC and Fleetwood Farms HOA (owner) and _____ (rider) and if Rider is minor the parent/guardian of Rider _____.

In exchange for use of property, facilities and services of Owner the Rider, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

I am aware that horseback riding is an athletic event which poses potential serious risks of injuries or death to its participants. I understand that the horse or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to engage. I also understand that horses are capricious creatures and that even the well trained are often unpredictable and often difficult to control. With this waiver, I accept notice of the provisions of Section 3.1-796.130 through 3.1-796-133 of the Code of Virginia which states in part: That there are inherent risks in equine activities including (1) the propensity of an equine to behave in dangerous ways which may result in injury to the participant. (2) The inability to predict an equine's reaction to sound, movement, objects, persons, or animals: and (3) hazards of surface or subsurface conditions.

I agree that I am responsible for my own safety while engaging in any and all equine activities occurring on Owner's property and/or adjoining property of others, which have given me permission to ride.

I agree to acknowledge all of the owner's rules and regulations pertaining to any and all equine activities occurring on Owner's property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure Rider's safety while engaging in such activities.

I understand the risks involved in equine activities and I agree to assume any and all risks involved in Rider's use of or presence upon Owner's property and facilities while engaging in any equine activity without limitation and including the risks of death, bodily injury, property, damage, falls, kicks, bites, unavailability of emergency medical care and/or the ordinary negligence and/or deliberate act of another person.

I agree that the Property Owner, the Owner's stable, its agents and employees are NOT liable and release them from all liability whatsoever in acts of ordinary negligence, associated with any equine activity during Rider's use of or presence upon the Owner's property.

I agree not to sue Property Owner, Owner's Stable, its agents and/or employees in association with any claims, damages, costs or expenses arising out of Rider's use of or presence upon Owner's Property and facilities while engaging in any and all equine activities including those based on death,

bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the Owner. Rider is responsible for complete and full insurance coverage on himself/herself, personal property and Rider's horse. Rider and Rider's parent or guardian, (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Virginia.

_____ I, understand, do hereby consent and agree that Thousand Hills Riding Stable, LLC, it's employees, or agents have the right to take photographs, videotape or digital recordings of me and my child; and to use these in any all media, now or hereafter known, and exclusively for the purpose of print media/ social media such as but not limited to: advertisements, pamphlets, flyers, Facebook, Twitter, Instagram and websites. I do hereby release Thousand Hills Riding Stable, LLC, it's agents and employees all rights, claims, or interest I may have to control the use of my identity or likeness in whatever media remuneration for recording me, either for initial or subsequent transmission or playback. I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this agreement.

OR

_____ I, the undersigned, do not hereby consent and agree that Thousand Hills Riding Stable, LLC, its agents have the right to take photographs, videotape, or digital recordings of me and my child.

Child/ Children's Name(s) _____

Parent's/Guardian's Name(s) _____

Rider's Signature _____

Parent's/ Guardian's Signature(s) Both Parents _____

_____ Date _____

Address: _____

Cell: _____

Email: _____