

RELEASE, WAIVER AND INDEMNITY AGREEMENT

The undersigned (hereinafter referred to as "Rider/and or Participant"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to participate in horseback riding, or other related equine activities, and being fully aware of the risk of injury and dangers inherent in the riding and handling of horses, hereby elects voluntarily to participate in said activities at 20412 Woodtrail Road, Round Hill, Virginia and does hereby willingly enter into this Release, Waiver and Indemnity Agreement.

RIDER/AND OR PARTICIPANT AGREES TO ASSUME ALL RISKS INHERENT IN RIDING OR OTHERWISE COMING IN CONTACT WITH HORSES OR ENGAGING IN EQUINE ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO RIDER/AND OR PARTICIPANT OR TO RIDER'S/AND OR PARTICIPANT'S PROPERTY. RIDER/AND OR PARTICIPANT ACKNOWLEDGES THAT RIDER/AND OR PARTICIPANT HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (1) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (2) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS ON OR AROUND THEM; (3) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (4) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (5) 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, AND RIDER/AND OR PARTICIPANT EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THE WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO RIDER/AND OR PARTICIPANT AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF RIDER/AND OR PARTICIPANT, IN ACCORDANCE WITH THE TERMS OF THE VA. CODE ANN. SS 3.2-6200, 3.2-6202 AND 3.2-6203, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT VA. CODE ANN. SS 3.2-6200 et seq.

IF RIDER/AND OR PARTICIPANT IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT SHALL BE SIGNED BY RIDER'S/AND OR PARTICIPANT'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S AND RIDER'S/AND OR PARTICIPANT'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF RIDING, OTHER EQUINE ACTIVITIES OR OTHERWISE COMING INTO CONTACT WITH HORSES. FURTHERMORE, RIDER/AND OR PARTICIPANT AND IF APPLICABLE, RIDER'S/AND OR PARTICIPANT'S PARENT OR LEGAL GUARDIAN, AGREE TO INDEMNIFY AND HOLD HARMLESS ADRIENNE FREELAND, HOLISTIC HORSEMANSHIP SERVICES, THEIR EMPLOYEES, AGENTS, MANAGER, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY RIDER/AND OR PARTICIPANT (OR RIDER'S/AND OR PARTICIPANT'S PERSONAL REPRESENTATIVE), OR WHICH MAY BE MADE AGAINST RIDER/AND OR PARTICIPANT BY OTHERS ARISING FROM RIDING ON THE PROPERTY AND FUTURE TO INDEMNIFY ADRIENNE FREELAND, HOLISTIC HORSEMANSHIP SERVICES, THEIR EMPLOYEES, AGENTS, MANAGERS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

It is expressly agreed by Rider/and or Participant whose signature appears on this document that this Release, Waiver, and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that Adrienne Freeland and Holistic Horsemanship Services are covered by the provisions of that Act.

This Release, Waiver and Indemnity Agreement 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 this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact. This Release, Waiver Indemnity Agreement shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by Adrienne Freeland and Holistic Horsemanship Services.

Rider/and or Participant has been advised to wear protective headgear at all times while riding or otherwise coming in contact with horses.

BY SIGNING THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT, I UNDERSTAND THAT I AM GIVING UP (RELEASING AND WAIVING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST ADRIENNE FREELAND, HOLISTIC HORSEMANSHIP SERVICES, THEIR EMPLOYEES, AGENTS, MANAGERS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLD HARMLESS, ADRIENNE FREELAND, HOLISTIC HORSEMANSHIP SERVICES, THEIR EMPLOYEES, AGENTS MANAGERS, SUCCESSORS, HEIRS, AND ASSIGNS FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

CAUTION: READ BEFORE SIGNING

Participant Signature

Printed Name of Participant

Guardian Signature (if Participant is under 18)**

Printed Name of Guardian

Date _____

*Please also provide the additional important information on page 3
**Parent or Guardian must sign IN ADDITION to Rider/and or Participant or participant under eighteen years of age. Both parents with legal custody of a minor must sign.

ADDITIONAL IMPORTANT INFORMATION

Emergency Contact Information:

Name of Emergency Contact _____

Emergency Contact Phone Number _____

Emergency Contact Relationship to Participant _____

Other Information:

Participant/Guardian's Phone Number: _____

Participant/Guardian's Email Address: _____