

THE RAPPAHANNOCK HUNT, INC. 2018-2019
EQUINE ACTIVITY LIABILITY RELEASE,
WAIVER OF RIGHT TO SUE, AND ASSUMPTION OF ALL RISK

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks (hereinafter "agreement") is hereby given by the undersigned to the RAPPAHANNOCK HUNT, INC., (hereinafter "the Hunt"), its agents, employees, members, officers, directors and staff, any equine activity sponsors; to the sponsor as agent for and for the benefit of each owner of land (hereinafter "landowner") upon which an equine activity to which this agreement relates is conducted and each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the sponsor and of each landowner, and provides as follows:

In consideration for the opportunities provided by the Hunt, the sponsor and landowners to the undersigned, including any minor in whose behalf the undersigned signs this agreement (hereinafter "participant"), for the enjoyment of equine activities as a participant, the undersigned, including any minor participant for whom this agreement is signed, hereby acknowledges and agrees as follows:

1. **This agreement is given in part under the VIRGINIA EQUINE ACTIVITY LIABILITY ACT** (Section 3.1-796.130 *et seq.* of the Code of Virginia, 1950, as amended) as it may now provide or be hereafter amended (hereinafter "act"). All terms defined by the act shall have the same meaning herein, and the act is hereby incorporated by reference into this agreement. This agreement shall be so construed as to provide to the Hunt, the sponsor and landowners the fullest protection of a release, waiver of right to sue and assumption of all risks as is afforded by the act and by common law.

2. All pronouns herein shall be construed to include the masculine, feminine, neuter, plural or singular, as may be appropriate to the construction of this agreement.

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.** Equine activities may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property (hereinafter "risks"). Such risks include, but are in no way limited to, the following:

- (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, vehicles, persons, animals, reptiles, birds or insects, and the effect of such reactions;
- (iii) the hazards of surface or subsurface conditions, including, but not limited to, patent and latent objects or conditions on, under or protruding from the surface;
- (iv) hazards, foreseeable or unforeseeable, presented by rocks, cliffs, hills, fences of any kind, coops, trees, stumps, logs, bridges, ditches, bodies of water, debris and obstacles, and any equine activity in connection therewith;
- (v) the dangers and risks of tack, harness or other equine equipment slipping or breaking, for whatever reason;
- (vi) the dangers and risks of one becoming entangled in tack, harness, equine equipment or vehicles used in an equine activity;
- (vii) the risks of falling from or otherwise becoming unstable on an equine or on a vehicle used in an equine activity, with or without reason;
- (viii) the dangers of being struck by an equine, another participant, a hound or other animal;
- (ix) any negligent act or omission by the Hunt, the sponsor, or any landowner that causes or results in the death or personal injury of the participant or damage to the participant's property; and
- (x) all other risks associated with horseback riding, equine activities and related activities.

4. **The participant hereby RELEASES AND WAIVES ALL RIGHTS** that the participant may have or hereafter have against the Hunt, the sponsor, and each landowner for death, personal injury and/or property damage, which is in any way associated with the risks.

5. **The participant does hereby WAIVE HIS RIGHT TO SUE** or to bring any action against the hunt, the sponsor, and/or each landowner in connection with the risks.

6. **The participant agrees hereby to INDEMNIFY AND DEFEND AND HOLD HARMLESS** the hunt, the sponsor, and/or each landowner from any such claim, suit, or action, including reimbursement of all reasonable legal fees associated with the defense of any such claim, suit, or action.

7. **The participant hereby EXPRESSLY ASSUMES ALL RISKS AND DANGERS** of death, personal injury, and/or property damage that are in any manner associated with the risks enumerated, without limit, above.

8. **The participant hereby AUTHORIZES AND CONSENTS** to any emergency medical care that may, at the time, appear reasonably appropriate and necessary under the circumstances because of injury or illness caused by or incurred during the course of an equine activity conducted by the Hunt.

9. This agreement shall remain valid and in full force and effect from and after the date given below the signature of the participant until it is expressly revoked by the same in a written notice personally delivered to the Hunt.

10. This agreement shall be so construed as to render it, in its entirety and each provision, fully enforceable. If any provision of this agreement is found to be unenforceable, such unenforceable portion shall be struck and the remainder of the agreement shall remain in full force and effect.

11. If this agreement is executed by the undersigned for and on behalf of a minor participant, as named below, the undersigned hereby warrants and represents the following:

- (i) that he is the legal parent or guardian of such minor, with full rights of custody and control;
- (ii) that this agreement is given on behalf of and is intended to be binding upon the below named minor participant, his heirs, personal representatives, successors, and assigns; and
- (iii) the undersigned further agrees that this agreement shall also be as fully binding upon the undersigned as if he had signed on his own behalf.

This agreement shall be binding on the heirs, personal representatives, successors, and assigns of the participant.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT, 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 HUNT, THE SPONSOR OR ANY LANDOWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION WITH THE FOREGOING AGREEMENT.

PARTICIPANT:

Signature (18 years or older): _____ Date: _____

Printed name: _____

Address: _____

Email: _____

Phone Number: _____

Name of minor participant for whom signing: _____

EMERGENCY CONTACT INFO: _____

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