

Release and assumption of all risk and liability
Equine Activity Release – PLEASE READ CAREFULLY

Proper execution for the following release by the undersigned is a prerequisite to the undersigned being able to take part in any and all equine related activities. This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement ("this Agreement") is hereby given by the undersigned to Lisa Jarvandi, 15301 Mountain Crest Court, Haymarket VA, an equine activity sponsor and or an equine activity professional (the Sponsor/Professional) and to the sponsor/professional as an agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted ("owner") and each partner, officer, agent, employee, director, shareholder, member, heir, personal representative, successor and assign of the sponsor/professional and of each owner (who shall be included within the words "sponsor/professional" of owner as their relationships may determine) provides as follows:

In consideration for the opportunities provided by the sponsor/professional and each owner to the undersigned "participant" (including any minor participant for whom he signs this agreement) for the enjoyment of equine activities as a participant, agrees to release, indemnify and hold harmless and on behalf of said participant, his or her heirs, next of kin, dependents, representatives, executors, administrators, successors or assigns hereby does release, indemnify and hold harmless the sponsor/professional, and hereby agrees 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 the reference. This agreement shall be so construed as to provide the sponsor/professional the fullest protection of a release, waiver or right to sue and assumption of all risks which afford to the sponsor/professional by the Act (the "Act"). All pronouns shall be construed to include the masculine, feminine or neuter as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of facts presented. _____ **INITIALS**
2. The participant hereby acknowledges that he has full and complete notice and understanding of the Act and of all the risks inherent to 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 effect 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 hazard which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, holes, and other obstacles and debris and any equine activity in connection therewith, may foreseeably 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 the sponsor/professional or any owner which causes or results in the death or personal injury of the participant or damage to the participant's property. "Intrinsic dangers or equine activities" means those dangers or conditions that are an integral part of equine activities, including but not limited to, (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals; (iii) certain hazards such as surface and 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; (vi) the undersigned specifically assumes this risk and the risk of acts or omissions that constitute negligence for the safety of the participant by sponsor/professional whether or not related to the preceding enumerated inherent risks. _____ **INITIALS**
3. The undersigned verifies that the participant is in good health and that he/she has no physical limitations, which would preclude his/her safe participation in equine activities. The undersigned participant agrees that prior to participating he/she will inspect the facilities and mounts for suitability and safety and related equipment to be used, and if they believe anything is unsafe, they will immediately advise sponsor/professional of such condition and refuse to participate. The undersigned also agrees at any time the participant can leave the facility at will. The undersigned hereby releases and waives all rights which he may have or hereafter have against the sponsor/professional and each owner 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 the sponsor/professional or any owner in connection therewith; he agrees to indemnify and defend the sponsor/professional and each owner from and hold the sponsor/professional and each owner harmless against any such suit or action; and he hereby expressly assumes all risks and dangers or death, personal injury and property damage which are in any way associated with the risks enumerated in paragraphs 2 and 3 above. _____ **INITIALS**
4. The undersigned participant understands that the sponsor/professional did not undertake to provide medical or hospitalization insurance for participants. The undersigned certifies that the participant will be covered by his/her own medical and hospitalization insurance while participating in equine activities. Consistent herewith, the undersigned assumes responsibility for the participant's own physical fitness and capability to participate in equine activities and has taken such steps as he/she deems appropriate to assure himself or herself that the participant is fit and capable of such participation. Participant hereby specifically assumes the risk of his/her own negligence in any equine activities and any negligence of the sponsor/professional. 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. _____ **INITIALS**
5. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature or the participant until expressly revoked by the participant in a written notice personally delivered to the sponsor/professional. To the extent possible, the Agreement shall be construed in such a 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. 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 intended to be binding upon said minor participant, his heirs, personal representative, successors and assigns; and the undersigned participant further agrees that this Agreement shall also be fully binding on the undersigned participant as if it were entered into soled on his own behalf. The Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant. _____ **INITIALS**
6. The undersigned authorizes the acceptance of permission to publish participant(s) photograph or video image on promotional materials, website, advertising or printed materials. Individual and or group photo and or video image without participant(s) name may be published. I hereby give authorization and release sponsor/professional from liability or compensation claims resulting from or relating to the publication of said image. _____ **INITIALS**
7. The undersigned further states that he/she has fully read and understands the Equine Liability Release, Waiver of right to sue and Assumption of all risks and is cognizant of all of the inherent dangers of participation in equine activities including the dangers of participating in and observing equine activities; that he/she is legally competent to sign this affirmation and release which he/she had fully read and completely understands; he/she understands the terms herein are contractual and not a mere recital, and that he/she has signed this document as his/her own free act. _____ **INITIALS**

IN WITNESS WHEREOF, this instrument is duly executed on this _____ day of _____, 20_____.

Signature of Parent or Legal Guardian	Signature of Participant 1
Print Name of Parent or Legal Guardian	Print Name of Participant 1
Email Parent or Legal Guardian	Signature of Participant 2
Address Parent or Legal Guardian	Print Name of Participant 2