



HOLIDAY RANCH LLC.

8594 Holiday Lake Rd. Appomattox VA. 24522

434-993-6035 / 434-569-5534

theholidayranch.com

I, _____ HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH **Horseback riding on trails, in arena, pasture or on obstacle course**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of persons or entities being released, from dangerous or defective equipment or property owned maintained or controlled by them or because of their possible liability without fault.

- I certify that I am physically fit, have sufficiently prepared for participation in this activity and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.
- I Acknowledge that this Accident waiver and release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities and said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take responsibility for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- I WAIVE, RELEASE AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me or any persons/children of which I am legal guardian whose names are signed on page 3 of this document. THE FOLLOWING ENTITIES, PERSONS OR PROPERTIES TO BE COVERED BY THIS DOCUMENT INCLUDE BUT NOT LIMITED TO: **Ellen Mayberry, Holiday Ranch LLC. 8594 Holiday Lake Rd.**

Appomattox Va.24522, (Includes any properties not owned by Ellen Mayberry but are leased to her for the purpose of Trail riding or any other ranch/equine related activity). Also protected by this document are any of Holiday Ranch LLC. directors, officers, employees, volunteers, representatives, agents and the activity holders, sponsors, and volunteers.

- (A) HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this document from any and all liabilities or claims made as a result of participation in activities, whether caused by negligence of release or otherwise. I acknowledge that they are NOT responsible for the errors, omissions, acts of any party or entity conducting a specific activity of their behalf.
- (B) I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to participants, volunteers, monitors, and / or producers of the activity, these risks are not only inherent to participants but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and or illness during any activity

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Virginia Equine Activity Statute & Release Form

3.2-6202. Liability limited; liability actions prohibited.

A. Except as provided in § **3.2-6203**, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in § **3.2-6203**, no participant, participant's parent or guardian, or representative of such parent or guardian, shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

B. Except as provided in § **3.2-6203**, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks or intrinsic dangers of equine activities may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities and may be executed at a location other than that of the equine activity. The waiver shall remain valid unless expressly revoked in writing by the participant or his parent or guardian. For purposes of this section, in the case of a minor participant, the execution of a waiver by a duly authorized representative of the parent or guardian designated in writing by the parent or guardian shall constitute a valid and knowing execution of a waiver by the parent or guardian.

3.2-6203. Liability of equine activity sponsors, equine professionals.

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional or any other person who: **1** . Intentionally injures the participant; **2** . Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of § **3.2-6202** ; or **3** . Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.

Virginia Code Sec. 3.2-6200 Definitions. § 3.2-6200. Definitions.

“Engages in an equine activity” means: (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term “engages in an equine activity” does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity. “Equine” means a horse, pony, mule, donkey, or hinny. “Equine activity” means: (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoof care, including placing or replacing horseshoes or hoof trimming of an equine; and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

“Equine activity sponsor” means any person or his agent who, for profit or not for profit, sponsors, organizes, or provides the facilities for an equine activity, including pony clubs, 4-H clubs, hunt clubs, riding clubs, school- and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including stables, clubhouses, pony ride strings, fairs, and arenas where the activity is held. “Equine professional” means a person, or his agent engaged for compensation in: (i) instructing a participant or renting to a participant an equine for the purpose of riding,

driving, or being a passenger upon an equine; or (ii) renting equipment or tack to a participant. "Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (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. "Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

NOTE: All participants are required to wear long pants and boots with a heal. All participants under the age eighteen are required to wear a helmet. It is recommended that all adults wear a helmet, but it is their choice. If an adult chose not to wear a helmet, they must check the box accepting all responsibility for any possible injured associated without not wearing the helmet.

Adult participants full name and address Please Print	Helmet yes/no	Full name of each minor participant Please print

		Name & Address of Parent or Legal guardian of minors (Please Print)
<i>Signature</i>	<i>date</i>	
<i>Signature</i>	<i>date</i>	

Phone # _____

Signature of Parent or Legal Guardian

Date