



EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS

Under Virginia law, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting exclusively from the inherent risks of equine activities.

CODE OF VIRGINIA TITLE 3.2. AGRICULTURE, ANIMAL CARE, AND FOOD. SUBTITLE V. DOMESTIC ANIMALS. CHAPTER 62. EQUINE ACTIVITY LIABILITY. VA. Code Ann. § 3.2-6200 – 6302 (2008).

1. I, _____, the undersigned have read and understand, and freely and voluntarily enter this Release and Hold Harmless Agreement with Brandywine Valley Consultants, Inc. d.b.a. Making Strides, Making Strides Therapeutic Services, Inc. d.b.a. Making Strides of Virginia, including its owners, their family, agents, equine professionals, sponsors, employees, and/or staff, and landlord understanding that this Release and Hold Harmless Agreement is a waiver of all liability(ies). I do so on behalf of myself or my minor child:

_____, as applicable.

2. I understand the potential dangers that I, or my minor child, could incur in mounting, riding, driving, walking, boarding, or feeding horses; including, but not limited to, any interactions with other horses. Understanding those risks, I hereby release Brandywine Valley Consultants, Inc. d.b.a. Making Strides, Making Strides Therapeutic Services, Inc. d.b.a. Making Strides of Virginia, it's owners, family, employees and anyone else directly or indirectly connected with that Business from any liability whatsoever in the event of injury or damage of any nature, including death, to me, my minor child or anyone else caused by, or incidental to, my electing to mount and ride a horse owned or operated by Brandywine Valley Consultants, Inc. d.b.a. Making Strides, Making Strides Therapeutic Services d.b.a. Making Strides of Virginia, I have read and been given a copy of the EQUINE ACTIVITY LIABILITY ACT, VA. Code Ann. § 3.2-6200 – 6302 (2008).

3. I understand and recognize and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals beyond that statutorily provided by the above referenced EALA; to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

I also freely and voluntarily enter into the following Mediation and Arbitration Agreement concerning any equine activity incidents relating to or allegedly involving with Brandywine Valley Consultants, Inc. d.b.a. Making Strides, Making Strides Therapeutic Services d.b.a. Making Strides of Virginia, including its owners, successors and assigns.



Mediation through Arbitration if Necessary:

The parties shall endeavor to resolve any dispute arising out of, or relating to, this AGREEMENT by mediation under the then current *Mediation Rules and Procedures of the Equine Dispute Resolution Service (EDRS)*. *The parties agree to select a Mediator from the EDRS Panel of Mediators.* Any controversy or claim relating to this contract or breach, termination or validity thereof, which remains unresolved for 45 days after the appointment of the EDRS Mediator, shall be settled by arbitration by an EDRS appointed Arbitrator in accordance with the then current *EDRS Arbitration Rules and Procedures, and judgment upon the award rendered by the EDRS Arbitrator may be entered by any court having jurisdiction thereof.*

NOTICE: Wearing an ASTM/SEI approved hard hat is **REQUIRED while riding or driving.**

Photo Release

For, and in consideration of, a copy of the photograph used, the undersigned, with intent to be legally bound, does hereby consent to the use of his/her likeness for the publication, or for the broadcast of photographs or film in any Making Strides of Virginia publications, periodicals, advertisements, audio-visual presentations, publicity, or for any and all trade, or commercial purposes, or for dissemination to the general public. Without limitation, or reservation, and with an understanding of the special precautions undertaken by Making Strides of Virginia to insure confidentiality, I knowingly and voluntarily, and for my heirs and administrators, do, release Making Strides of Virginia and its nominees from any or all liability of every nature, and all claims or caused of action which may arise out of such use, publication, transmittal or dissemination, such causes of action or claims waived to include, but not limited to, defamation, false-light privacy, invasion of privacy, commercial misappropriation and disclosure of private facts. I hereby state that I understand the content and effect of the Release.

Person voluntarily entering this Release and Hold Harmless Agreement: If minor, signature should be person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement:

Printed Name of Rider: _____
Signature: _____
Date: _____

(or Guardian Signature if rider is under 18)

Printed Name of Guardian: _____
Printed Name of Witness: _____
Signature: _____
Date: _____



CODE OF VIRGINIA
TITLE 3.2. AGRICULTURE, ANIMAL CARE, AND FOOD. SUBTITLE V.
DOMESTIC ANIMALS.
CHAPTER 62. EQUINE ACTIVITY LIABILITY
VA. Code Ann. § 3.2-6200 – 6302 (2008)

§ 3.2-6200. Definitions

As used in this chapter, unless the context requires a different meaning:

"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.

§ 3.2-6201. Horse racing excluded.

The provisions of this chapter shall not apply to horse racing, as that term is defined by § 59.1-365.

§ 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 nor any participant's parent, guardian, or representative 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 specifically enumerated under this subsection 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. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

§ 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.

Acts 2008, c. 860, eff. Oct. 1, 2008. Derivation: Acts 1994, c. 404; § 3.1-796.136.