

**CULU Equestrian Training, LLC ASSUMPTION OF RISK, RELEASE OF LIABILITY, and
COVENANT NOT TO SUE**

I, _____, in consideration of the agreement between myself and CULU Equestrian Training, LLC, of GRETN, Virginia, regarding training and lessons relating to riding and care of equine animals, agree to release any and all right to sue, and I hereby covenant not to sue, CULU Equestrian Training, LLC, of GRETN, Virginia, its officers, agents, employees, volunteers, estates, heirs, or assigns, including, but not limited to, Caitlin S. Unterman and associates, for any injury, accident, claim, cause of action, of any description whatsoever which may arise in any way. It is my intention to waive any right which I may now have or may in the future acquire to institute any action, suit, cause of action, or other claim of any activity, negligence, intentional acts, or which may arise pursuant to any statute of the Commonwealth of Virginia or the United States.

I understand that equine animals (including a horse, pony, mule, donkey, or hinny) and the riding and handling of such animals is dangerous and may lead to an injury to myself or to others. Therefore, I am expressly assuming, for myself and on behalf of any minor child who I am permitting to engage in these activities, all intrinsic dangers of equine activities as described in Virginia Code § 3.2-6200, et seq., including, but not limited to:

“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.

I also expressly assume the risk of the following: (a) that the equipment used by me and the tack supplied for or used on the equine may be faulty or may cause an accident; (b) that I am not sufficiently trained or experienced to handle the equine I am riding or handling, and that as a result of that insufficient training or experience, I may suffer personal injury or death. I understand and I expressly release CULU Equestrian Training, LLC, its officers, agents, employees, volunteers, estates, heirs, or assigns, including, but not limited to, Caitlin S. Unterman and associates, from any and all liability associated with or relating to the use or handling of any other equine animal by any other person or persons.

I hereby bind also my estate, heirs, beneficiaries (statutory and otherwise) and dependents to this assumption of risk, waiver of liability, and covenant not to sue.

I understand that the activity in which I am being permitted to participate includes the handling, use, transport, feeding, grooming, riding, jumping of equine animals. I understand and accept that this activity is dangerous and I hereby assume and accept the risk of injury or death arising out of the foregoing described use

of equine animals by myself or others. I further understand and accept and assume the risk that the foregoing described use of equine animals will take place on land which exists in its natural state and which constitutes a risk of injury.

It is my intention to forego any rights which may accrue to myself, my family, my beneficiaries and dependents, or any other person which may be occasioned by my injury or death while engaged in equine activity with CULU Equestrian Training, LLC, its officers, agents, employees, volunteers, estates, heirs, or assigns, including, but not limited to, Caitlin S. Unterman and associates.

I understand the need for and agree at all times to wear a riding helmet.

I represent that I am 18 years of age and am legally competent to execute the instant assumption of risk, waiver of liability, and covenant not to sue. In the event I am not 18 years of age, I have secured the permission of my parents or legal guardians, which permission is evidenced by the signature of my parents or legal guardians hereto.

The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

Print name: _____

Signature: _____

Date: _____

ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OF A MINOR

I, _____, the parent or legal custodian of the individual indicated above, have read and agree to the foregoing document and I am aware of the intrinsic dangers of equine activities. I hereby give permission for the participant to participate in such activities and I waive any claim which the participant or I may have as stated herein. I also understand that the participant is required at all times to wear a riding helmet.

Print name: _____

Signature: _____

Date: _____

PROPERTY RULES AND REGULATIONS:

1. All participants under the age of 18 must wear a helmet when mounted on a horse.
2. All people on premise and around the horses must wear closed-toed shoes.
3. All vehicles must be driven no more than 5mph in and out of the facility; failure to do so will result in being asked to not return.
4. When parking your vehicle, do not block any access to the driveway around the barn, or any residence entrances/exits
5. Do not drive on the grass, on any mud, or bring any mud onto the driveways
6. We love when you bring friends or family, but please give us a heads up!
7. No riders on the trails without notifying a barn manager, or Caitlin/Cody
8. No horses can go into the big pasture behind the house without permission
9. No over fences work should be occurring without Caitlin on site and being notified
10. Absolutely NO smoking anywhere on the premises
11. Pick up you and your horse's trash during each visit and dispose properly
12. Do not block the aisles with trunks or gear at any time
13. If it is not yours, do not use it- unless you get permission
14. Remove any horse feces from driveways and public spaces
15. If you are the only one here, please turn off hoses or lights where appropriate
16. Leave the tack room neater than when you came
17. Nobody should be riding without someone on premises or notifying Caitlin or Cody ahead of time.
18. In case of emergencies, Cody can be contacted at cell number: (814)203-8233 and Caitlin at cell number: (914)282-5059 ((both call or text))
19. Farrier on call is Austin Beaty (540)676-0739
20. Vet on call is Martha Moses: (540)761-4602

By signing below you agree to have read and understand the rules of the property and to follow them to the best of your ability.

Printed Name(s): _____

Signature: _____