

Briar Creek Farm, LLC

Liability Release

Under Virginia law, an equine activity sponsor or equine professional is not liable for an 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, EQUINE ACTIVITY LIABILITY ACT (EALA), Va. Code Ann. § 3.2-6200 – 6203.

1. I, _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Suzanne Petrie Liscouski and Bob Liscouski, their agents and employees, dba Briar Creek Farm, LLC (“Company”), understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. I have read and fully understand the most recent version of the Virginia Equine Liability Act and understand inherent warnings and risk.

3. I understand the potential dangers that I could incur in auditing lessons or clinics, mounting, riding, walking, boarding, training, lessons, grooming, ground work, feeding horses; including, but not limited to being bitten or kicked, falling, bucked off, being dragged, loss or damage to any body part, getting stepped on or any physical or mental consequence of any interaction with horses. Understanding those risks I hereby release the Briar Creek Farm, LLC, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to touch, mount and/or ride a horse owned or operated by Suzanne Petrie Liscouski, Bob Liscouski and Briar Creek Farm, LLC. I have read and been offered a copy of the EQUINE ACTIVITY LIABILITY ACT, Va. Code Ann. § 3.2-6200-6203 also available at <https://law.lis.virginia.gov/vacode/title3.2/chapter62/>

4. 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.

5. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.

6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: touching horses, mounting; riding; ground work, body work, Masterson Method, dismounting; walking; grooming; feeding; use of horse barn, paddock, trails, round pen, arenas or elsewhere on property, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I am interacting with.

7. Waiver of Unknown Claims: activity incidents relating to or allegedly involving Suzanne Petrie Liscouski, Bob Liscouski and Briar Creek Farm, LLC.

8. In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

I am aware of the existence of the risk in the activity may cause injury or illness that may result in influenza, COVID-19, MRSA or other illnesses. I am fully and personally responsible for my own safety and actions, I recognize I may be at risk of contracting COVID-19. With full knowledge of the risks involved, I hereby release, waive and discharge Briar Creek Farm its officers, contractors, employees, successors, affiliates from all liabilities, claims and demands actions and causes of actions, directly or indirectly arising out of or related to any loss, damage, injury or death that may be sustained by me related to COVID-19 or other disease while participating in any activity on the premises that may lead to unintentional exposure or harm due to COVID 19 or other disease. I agree to indemnify, defend and hold harmless Briar Creek Farm

from and against any and all costs, expenses, damages, law suits, liability or claims arising, whether directly or indirectly, from or related to any and all claims made by or against any of the released party to do injury loss and death due to COVID 19 or other disease.

I have not I, nor have any member of my household:

- Experienced symptoms of fatigue, dry cough, fevers or other symptoms within the last 14 days.
- Traveled by sea or air internationally within the last 30 days.
- Been exposed to someone with COVID-19.
- Been diagnosed with COVID-19.

9. By signing below I acknowledge that I have read the entire liability waiver and am sufficiently informed of all risks, both equine and pandemic.

10. Proper Equipment: Wearing an ASTM/SEI approved hard hat, fastened under the chin, is REQUIRED while riding, driving and/or groundwork, in-hand work. Long pants, proper boots with heels, gloves and other appropriate attire is required.

11. Use of Photos: I understand photos of my lessons or clinics may be posted on social media or Briar Creek Farm's website. I understand these photos can be taken down at my request.

Governing law and venue:

Date: _____

Person voluntarily entering into this Release and Hold Harmless Agreement:

Signature: _____ Date: _____

Printed Name: _____

If minor, person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement:

Guardian Signature : _____ Date: _____

Witness Signature: _____ Date: _____

Printed Name of Guardian: _____

Printed Name of Minor: _____

Printed Name of Witness: _____