**Liability Release Waiver**

This is an equine activity liability waiver of right to sue and assumption of all risks agreement (“this agreement”) is hereby given the undersigned to Jessica & Michael grow, JM Equine, LLC, Mare Scott and Old Grey Mare Acres, LLC and their respected families and its volunteers and employees, each an equine activity sponsor and/or equine activity professional.

In consideration for the opportunities provided by the sponsor/ professional and each owner to the undersigned “Participants” (including any minor participant for whom he/she signs this agreement) hereby agrees as follows.

1. This agreement is given under the Virginia Equine Activity Liability Act (Code of Virginia 3.1-796.130) 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. The agreement shall be so constructed as to provide sponsor/professional the fullest protection of release, waiver of right to sue and assumption of all risks which is afforded to the sponsor/professional by the Act.
2. All Pronouns shall be constructed to include masculine, feminine, or neuter as well as the plural or singular, as may be appropriate to the construction of this agreement in the light of the facts presented.
3. The participant hereby acknowledges that he has full and complete notice and understanding of the act and of all the risks inherent in equine activities which may cause, contribute to or result in the death and personal injury of the participant or damage to the participant’s property (“the risk”), including, but not limited to: (I) the propensity of an equine to behave in dangerous ways and/or to trip and fall; (II) the inability of anyone whom ever to predict or for see an equine’s reaction to excitement, weather conditions, sound, movement, objects, persons, animals, reptiles, birds, or insects, and the effects of such reactions; (III) the hazards of surface or subsurface conditions, including, but not limited to, objects or conditions, under or protruding from the surface, both latent and patent; (IV) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, or other debris and obstacle, and any equine connection therewith, any foreseeably or unforeseeably present; (V) the dangers and risks of tack, harness slipping or breaking for any 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 vehicle used in an equine activity for any reason what so ever 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 injury of the participant or damage to the participants property.

1. The participant hereby RELEASES and WAIVES all rights which he may have or hereinafter have against the sponsor/professional and each owner of death, personal injury, or property damage which is in any way associated with Risks; he does hereby WAIVE his right to sue or bring any action against the sponsor/professional or any owner in connection therewith; he agrees IDEMNIFY and DEFEND the sponsor/professional and each owner from and to HOLD the sponsor/professional and each owner HARMLESS against any such suit or action; and hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury, and property damage which are in any way associated with the Risks enunciated in paragraph 3, also
2. 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.
3. This agreement shall remain valid and in full force and effect from and after date opposite the signature of the participant until expressly revoked by the participant in a written notice personally delivered to the sponsor/professional.
4. To the extent possible, this 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.
5. If this agreement is executed by the undersigned participant on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he I in fact the legal parent or guardian of such minor, with full rights of custody and control; that this agreement is given on behalf and is intended to be binding upon said minor participant, his heirs, personal representatives, successors, and assign; and the undersigned participant further agrees that his agreements shall also be as fully binding on the undersigned participants as if it were entered into solely on his own behalf.
6. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the participant.
7. I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HAVE FULLY READ AND UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE WAIVER. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSORS/PROFESSIONAL OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNCETION THEREWITH.

PARTICIPANT:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minors Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_