

The Natural Connection INC Release Form



PARTICIPANT NAME: _____ **(Print)**

(Participant will be listed as User below)

THE CODE OF VA: <https://law.lis.virginia.gov/vacodefull/title3.2/chapter62/>

§ 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.

_____ **INITIAL**

Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. I am not relying on this release form to list all potential and possible risks associated with working with horses on the ground or horseback riding.

_____ **INITIAL**



User acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. User agrees to abide by and follow Manager's rules and regulations which shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. **User assumes all risks therefore and warrants a full and fair disclosure of participant abilities has been made to the Instructor/Trainer.**

_____INITIAL

User voluntarily assumes the risk and danger of injury or death inherent in the handling or riding of the horse, and use of saddles, bridles, equipment and gear provided. User releases, discharges and promises not to sue for any loss, damage, injury (including death) or cost to my or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided, possible negligence in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or both. User indemnifies, saves and holds harmless The Natural Connection INC, Jean French and family members, operators, management, owners, agents, officers, members, premises owners, insurers, and affiliated organizations, employees, and volunteers from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse and/or use of any facilities, saddles, bridles, equipment or gear provided therewith resulting from or contributed to my own negligence.

_____INITIAL

User expressly releases The Natural Connection INC., Jean French and family members, operators, management, owners, agents, officers, members, premises owners, insurers, and affiliated organizations, employees, and volunteers, from any and all claims for personal injury, death or property damage, (if allowed by the laws of this State) by Management or its representatives, agents or employees. User waives his/her right to bring any action against the above listed entities.

_____INITIAL

USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child. The Natural Connection INC., maintains general liability insurance coverage and is permitted to provide horse training and lessons for riders that are considered to be "ABLE-BODIED PARTICIPANTS." The Natural Connection INC is not licensed, certified nor insured to accommodate for special needs or therapeutic riders.

_____INITIAL



MEDICAL CONSENT: I understand that I and/or my child(ren) is participating in an activity that involves risk of personal injury, including death, due to the physical, mental, emotional challenges inherent with horseback riding. I also understand that if I and/or my child(ren) should need medical assistance, a first responder may be a CPR/First Aid certified employee or guest. I give permission for myself and/or my child(ren) to receive any necessary treatment, including Aspirin or Benadryl to assist with possible life threatening conditions. I acknowledge that the riding location could be considered remote and not easily accessible to medical responders, which can delay medical care. I accept all risks involved in horseback riding at a potentially remote facility with my current medical conditions. User indemnifies, saves and holds harmless The Natural Connection INC, Jean French and family members, operators, management, owners, agents, officers, members, premises owners, insurers, and affiliated organizations, employees, and volunteers from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child(ren)'s medical conditions.

_____INITIAL

Does the participant/user signing the release form OR the participant minor(s) have any medical, physical, mental or emotional disorders or conditions that may affect his/her safety and ability to work with or ride a horse and be considered to be an “able-bodied participant”?

YES

NO

If yes, explain in detail please:

Please acknowledge that based on your answer above, the Instructor/Trainer providing professional horse services has the right to refuse services with the intent to stay within the safety parameters set forth by the insurance company of providing services for an “able-bodied participant”. Please be honest and do not withhold information regarding your health needs. Working with horses requires learning about feel and timing, with the majority of the work focusing on the use of body language. It is for both the participant and horse’s welfare that we ask that you provide us with the best information possible about your or the participants health to help to ensure a safe experience for all.

_____INITIAL



SIGNER STATEMENT OF AWARENESS

I/we, the undersigned, represent that I/we have read and do understand the foregoing agreement, liability release, inherent and this 4 page assumption of risks agreement. I/we understand that by signing this document, I/we (including family members and health insurance company) are giving up rights to sue today and in the future. I/we attest that all facts are true and accurate. I am signing this while being sound of mind and not under the influence of alcohol, drugs or intoxicants.

Participant(s) Name(s) Printed:

Address:

Phone:(c)

Email:

Emergency Contact Name and Phone #:

PARTICIPANT SIGNATURE

(If 18 years or older)

DATE

PARENT/GUARDIAN SIGNATURE (Signing for age 17 and under minor listed as "Participant")