
LIFT ME UP! FOUNDATION, INC.

RELEASE, WAIVER & INDEMNITY AGREEMENT

It is recognized that any horse-related activity entails risk. While Lift Me Up! (LMU!) will endeavor to provide safe conditions on its properties, it cannot guarantee that it can eliminate all risk. LMU! grants riders, volunteers, instructors, and others participating in or observing the program permission to enter the premises of LMU! 9700-9704 Georgetown Pike, Great Falls, VA 22066.

The undersigned (hereinafter referred to as "Participant"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises referenced by addresses above known as LMU! and/or to use horses and/or facilities either owned or controlled by LMU!, and/or to receive training or instruction for the agents, volunteers or employees of LMU!, and being fully aware of the risk of injury and dangers inherent said premises and/or the ringing and handling of horses hereby elects voluntarily to enter said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver and Indemnity Agreement.

Therefore, in consideration of being permitted to enter upon the premises known as LMU! and/or receive instruction or assistance from the agents, volunteers or employees of LMU!, Participant assumes all risk of loss, damage, or injury that might be sustained by any or each of the undersigned or any property of any or each of the undersigned while participating in or observing the riding for the disabled program or en-route to or from these premises. Participant knowingly and expressly waives Participant's rights to sue LMU! as well as neighboring entities and properties Normandy Farm, LLC; the Stable at Normandy Farm, LLC; Mane Manor, LLC; and the Stable at Mane Manor, LLC (all hereinafter referred to as "Normandy Farm") and their owners, officers, directors, volunteers, employees, agents, successors, heirs, for any injury, death, loss, or damage caused to Participant or to Participant's property, and Participant agrees to assume all risks inherent in riding or otherwise coming in contact with horses, including, without limitation, the risks of injury, death, loss, or damage to Participant or Participant's property. Participant acknowledges that Participant has been given notice of the risks inherent in and intrinsic dangers of equine activities including (i) the propensity of an equine to behave in dangerous 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, unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collision with other animals or objects; and (v) the potential of Participant acting in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the equine or not acting within Participant's ability, and Participant expressly agrees to assume all such risks and waives all right to sue for injuries caused by such risks. This waiver and express assumption of risks shall specifically apply to Participant and to any and all minor children and/or wards of Participant in accordance with the terms of Va. code Ann. §3.1-796.132B and shall be construed to comply with all exculpatory terms of the Virginia Equine Activity Liability Act, Va. Code Ann. §§3.1-796.13 et seq. (Chapter 27.5, Code of Va. (1950)). Further, this release shall be binding upon the distributees, heirs, executors, administrators, and guardians of each of the undersigned.

If Participant is a minor or otherwise under a legal disability, this agreement shall be signed by Participant's parent or legal guardian. By signing, the parent or legal guardian agrees: (i) to waive the parent's, guardian's, and Participant's right to sue the parties named in the immediate preceding paragraph; (ii) to assume, on behalf of the parent, guardian, and Participant, the risks set forth in the immediately preceding paragraph, in addition to all other risks of riding or otherwise coming into contact with horses; and (iii) to indemnify and hold harmless LMU! and Normandy Farm, LLC and their owners, officers, directors, volunteers, employees, agents, successors, heirs, from any and all costs of defending such claims, including attorney's fees.

It is expressly agreed by Participant and nay parent or guardian whose signature appears on this document that this Release, Waiver and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that LMU! and Normandy Farm and their owners, board of directors, volunteers, and employees, are covered by the provisions of that Act. This Release, Waiver, and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver, and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Participant has been advised to wear protective headgear and hard-soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from a failure to do so and/or from selecting headgear or footwear that does not adequately protect against injury.

CAUTION: READ BEFORE SIGNING

Participant Signature

Printed Name

Date

Parent or Guardian Signature

Printed Name

Date