



## 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 of 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

\_\_\_\_\_  
Guardian Signature (if needed)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## **BARN RULES AND REGULATIONS**

Violations of these rules and regulations could result in termination of participation in all LMU activities.  
PLEASE SIGN BELOW

1. All participants (riders, wellness participants, campers, volunteers, and staff) working with any horse must sign LMU's Waiver prior to participating and submit to an LMU staff member. If participant is under 18 years of age, parent or legal guardian must sign waiver.
2. Visitors are not allowed in stalls or turnout areas unless accompanied by LMU staff.
3. Riders, wellness program participants, and campers with appropriate supervision may enter stalls and turnout areas ONLY with appropriate staff or trained volunteer supervision.
4. Do not wander around LMU property or enter fields unless accompanied by or with permission of LMU staff.
5. All injuries, accidents, or damages must be reported to LMU staff immediately.
6. Jeopardizing the safety of horse or human in any way will not be tolerated.
7. No one shall mount any horse on any property owned or leased by LMU without either expressed consent, advanced approval from LMU staff.
8. Everyone must wear a properly fitted ASTM/SEI approved helmet when mounted. LMU also requires that riders wear these helmets when grooming.
9. DO NOT FEED horses, including treats or hay, without permission from LMU staff.
10. LMU staff MUST oversee feeding of horses and giving meds. Volunteer help under staff guidance is permitted.
11. Volunteers and staff MUST wear appropriate shoes/boots while working around horses. No open-toed shoes shall be worn.
12. Do not ride horses in the barn aisles or lead horses through "No Horse Zones"
13. No running or making loud noises around the horses.
14. Do not climb or hang on gates.
15. Please refrain from using profanity, engaging in disruptive behavior.
16. Be respectful of others. Disrespect for others will not be tolerated..
17. Keep tack rooms clean and organized.
18. Always CLEAN UP after yourself and your horse (aisle, arenas, tack room, etc.). Put manure and trash in proper places. Turn off water and lights, when done.
19. Please regard all parking and traffic regulations.
20. No dogs allowed.
21. No drinking of alcoholic beverages unless expressly permitted during an official LMU event.
22. No smoking or use/possession of illegal substances on property.

I acknowledge that I have read, understand, and am willing and able to follow the rules and regulations listed above. Additionally, I understand that not complying with these rules and regulations can result in immediate termination of participation in LMU activities.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



## Authorization for Emergency Medical Treatment

*Please print CLEARLY!*

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Physician's Name \_\_\_\_\_ Preferred Medical Facility \_\_\_\_\_

Health Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_

Allergies/medications \_\_\_\_\_

In the event of an emergency, contact

Name \_\_\_\_\_ Relation \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Relation \_\_\_\_\_ Phone \_\_\_\_\_

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of the agency, I authorize Lift Me Up! to:

1. Secure and retain medical treatment and transportation if needed.
2. Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

### Consent Plan

This authorization includes x-ray, surgery, hospitalization, medication, and any treatment procedure for the participant deemed "life saving" by the physician. This provision will only be invoked if the person(s) above is unable to be reached.

Date \_\_\_\_\_ Participant Name \_\_\_\_\_

Legal Guardian Consent Signature \_\_\_\_\_

### Non-Consent Plan

I DO NOT give my consent for emergency medical treatment/aid for the participant in the case of illness or injury during the process of receiving services or while being on the property of the agency. In the event emergency treatment-aid is required, I wish the following procedures to take place:

Date \_\_\_\_\_ Participant Name \_\_\_\_\_

Parent or Legal Guardian Consent Signature \_\_\_\_\_

Legal Guardian NAME PRINTED \_\_\_\_\_



## PHOTO RELEASE

### CONSENT

I hereby consent to and authorize the use and reproduction by LIFT ME UP! of any and all photographs and any other audiovisual materials taken of me/my son/daughter/ward for promotional printed materials, educational activities, and exhibitions or for any other use for the benefit of LIFT ME UP!

Date\_\_\_\_\_ Participant Name \_\_\_\_\_

Legal Guardian Signature \_\_\_\_\_

### NON-CONSENT

I hereby DENY consent to and REFUSE to authorize the use and reproduction by LIFT ME UP! of any and all photographs and any other audiovisual materials of me/my son/daughter/ward for any purpose.

Date\_\_\_\_\_ Participant Name \_\_\_\_\_

Legal Guardian Signature \_\_\_\_\_