



# BELMEAD

## EQUESTRIAN CLUB

### LIABILITY WAIVER

## EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement (“this Agreement”) is hereby given by the undersigned to **Belmead Equestrian Club LLC, a Virginia limited liability company** and an equine activity sponsor and/or an equine activity professional (the “sponsor/professional”) and to the sponsor/professional as agent for and for the benefit of each owner of land upon which an equine activity to which the Agreement relates is conducted (“Real Property”) including, but not limited to AJ Holding Inc., a Virginia corporation (“owner”), and each partner, officer, agent, employee, director, shareholder, member, heir, personal representative, successor and assign of the sponsor/professional and of each owner (who shall be included within the words “sponsor/professional” or “owner” as their relationships may determine) provides as follows:

In consideration for the opportunities provided by the sponsor/professional and each owner to the undersigned “participant” (including any minor participant for whom he signs this Agreement) for the enjoyment of equine activities as a participant, the undersigned “participant” (including any minor participant for whom he signs this Agreement) hereby agrees as follows:

1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia 3.2-600 et seq.) (Copy Provided – Please take one) 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. This Agreement shall be so construed as to provide to the sponsor/professional the fullest protection of a 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 construed to include the masculine, feminine or neuter as well as the plural or singular, as may be appropriate to facilitate 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 and intrinsic dangers of equine activities which may cause, contribute to or result in the death of personal injury of the participant or damage to the participant’s property (collectively the “Risks”) including, but not limited to: (i) the propensity of an equine to behave in dangerous ways or to trip and /or fall; (ii) the inability of anyone whomsoever to predict or foresee an equine’s reaction to excitement, weather conditions, sound, movements, 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 on, under or protruding from the surface, both latent and patent; (iv) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris and obstacles, and any equine activity in connection therewith may foresee ably or unforeseeably present; (v) the dangers and risks of tack or harness slipping or breaking for whatever 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 a vehicle used in an equine activity for any reason whatsoever 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 personal injury of the participant or damage to the participant’s property.

#### 3a. Notice of Intrinsic Dangers of Equine Activities pursuant to code of Virginia 3.2-6200:

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines to behave in 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, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability."

- The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against the sponsor/professional and each owner for death, personal injury or property damage which is in any way associated with the Risks; he does hereby WAIVE his right to sue or to bring any action against the sponsor/professional or any owner in connection therewith; he agrees to INDEMNIFY 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 he hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the Risks enumerated in paragraph 3, above.

- 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.
- This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the participant until expressly revoked by the participant in a written notice personally delivered to the sponsor/professional.
- To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of the 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.
- If this Agreement is executed by the undersigned participant for and on behalf of a minor participant named below, the undersigned participant ("Guardian") hereby warrants and represents that he is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns; and the undersigned participant further agrees that this Agreement shall also be as fully binding on the undersigned participant as if it were entered into solely on his own behalf.

**GUARDIAN, ON HIS OWN BEHALF AND ON BEHALF OF PARTICIPANT, ACKNOWLEDGES THAT BY AGREEING TO SUBMIT CLAIMS TO ARBITRATION, HE IS WAIVING HIS ABILITY AND THE ABILITY OF PARTICIPANT, TO SEEK REDRESS THROUGH THE COURTS AND SHALL NOT BE ENTITLED TO A JURY TRIAL. GUARDIAN, ON HIS OWN BEHALF AND ON BEHALF OF PARTICIPANT, VOLUNTARILY WAIVES ANY RIGHTS HE MAY HAVE TO A JURY TRIAL.**

\_\_\_\_\_  
Guardian's Initials

\_\_\_\_\_  
Participant's Initials

- In the event that visitors accompany me to the property, I assume and accept full responsibility for their person and action. I accordingly, agree to accept and assume the full risk and legal responsibility for any injury to myself or anyone I cause to be on any part of the property, or any property damage arising out of the natural and foreseeable dangers incurred in equine activity.
- If any portion, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, the remaining portions, clauses, and phrases shall not be affected, but shall remain in full force and effect.
- The parties agree to submit to the exclusive jurisdiction of the courts located in Powhatan County, Virginia, to resolve any disputes arising under this Agreement or otherwise pertaining in any way to the activities participated in by participant. Further, the parties agree that the courts located in Powhatan County, Virginia shall be the exclusive venue for any actions arising under this Agreement or otherwise pertaining in any way to the activities participated in by participant.
- Participant shall not participate in any other activities while on the Real Property other than the Equine Activities specifically permitted by sponsor/professional. Notwithstanding, the release, waiver, indemnity, and assumption of risks provisions of this Agreement shall apply in full to any activities undertaken by participant while on the Property.
- This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.
- Neither Sponsor/Professional or owner make any representations or warranties concerning the condition, maintenance, or upkeep of the Property. PARTICIPANT UNDERSTANDS THAT HE AND HIS HORSE(S) MAY BE PARTICIPATING IN EQUINE ACTIVITIES AND OTHER ACTIVITIES ON DANGEROUS AND UNKEPT TERRAIN. PARTICIPANT PARTICIPATES AT HIS OWN RISK
- This Agreement has been drafted using the masculine tense in referencing participant. All references to "he" or "him" are to be changed to the terms "she" or "her" where appropriate when the participant is a female.
- I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

Date: \_\_\_\_\_ Participant: \_\_\_\_\_

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

Print name of minor participant for whom signing (If Any): \_\_\_\_\_

Minor Signature (If Any): \_\_\_\_\_

Member #: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Office: \_\_\_\_\_

Address: \_\_\_\_\_

Coggins Expiration: \_\_\_\_\_

**PLEASE RIDE SAFELY**