

BELMEAD EQUESTRIAN CLUB

2020 RIDE FOR FREE DAY APPLICATION

<u>Location Address : 5002 Cartersville Rd; Powhatan, VA 23139</u>
<u>SATURDAY, MARCH 14, 2020 Check In 9:00am</u>

<u>RAIN DATE SATURDAY, APRIL 4, 2020</u>

VEHICLE AND HORSE TRAILER REGISTRATION FORM TO BE COMPLETED BY DRIVER OF VEHICLE

| HORSE TRAILER # FOR EVENT | |
|--|--|
| (to be assigned by BEC) | |
| License Plate # of Vehicle & State | |
| License Plate # of Trailer & State | |
| Capacity of Trailer (# horses) | |
| Horse #1 | |
| Horse's Name, Color & Coggins Expiration Date | |
| Horse #1 Rider Name | |
| Cell Phone # | |
| Email Address | |
| Horse #2 | |
| Horse's Name, Color & Coggins Expiration Date | |
| Horse #2 Rider Name | |
| Cell Phone # | |
| Email Address | |
| Horse #3 | |
| Horse's Name, Color & Coggins Expiration Date | |
| Horse #3 Rider Name | |
| Cell Phone # | |
| Email Address | |
| Horse #4 | |
| Horse's Name, Color & Coggins Expiration Date | |
| Horse #4 Rider Name | |
| Cell Phone # | |
| Email Address | |

THERE IS A LIMIT OF 50 VEHICLES & HORSE TRAILERS FOR THIS EVENT

IMPORTANT INFORMATION ON THE BELMEAD EQUESTRIAN CLUB MARCH 14, 2020 RIDE FOR FREE DAY

Event Date: Saturday, March 14, 2020 - Main Gate on Cartersville Road will open at 8:45am. No admittance prior to 8:45am. Check in will be 9:00-11:00am. The Ride begins at 10:00am and ends promptly at 4:00pm.

Rain Date: Saturday, April 4, 2020

Trailers: We only have space for 50 trailers to park so please register soon. Trailer parking will be directed by parking attendants - no exceptions. We recommend "car pooling" horses to allow for more riders. Our Application for Free Ride Day will ask for the license plate # of the tow vehicle & State. This is how we will determine when we reach the maximum number of trailers we can handle safely. Once we have reached capacity, we will post a notice on our Facebook (Belmead Equestrian Club) and website (www.belmeadeguestrianclub.com)pages.

Trash Service: We ask that each guest be responsible for their trash and carry it back home. Manure bins are available.

Paddock and Camping Reservations will not be accepted for day guests.

Registration: Registration is being taken on the basis of the space that we have for 50 trailers to park.

- 1. Vehicle and Horse Trailer Registration Form must be completed with the name(s) of riders and horses in this vehicle by the driver of the vehicle.
- 2. Each Rider must download, complete and mail all requested documents to Belmead Equestrian Club c/o March 14 Event; 2266 Barley Farms Lane; Powhatan, VA 23139
 - a. Belmead Equestrian Club Event Guest Application from website
 - b. Liability Waiver from website
 - c. Trail Etiquette Rules from website
 - d. A Copy of the **CURRENT** Coggins for each horse

which can be downloaded from www.belmeadequestrianclub.com. We must receive Applications for All interested riders must register by February 28, 2020 at the above address. Be sure that you include the Towing Vehicle license plate number information on the Guest Application in the space given for "LICENSE PLATE NUMBER OF PRIMARY TOWING VEHICLE". Registrations will NOT be accepted after the deadline or on the day of the event. You will be notified once your Applications is reviewed and your registration will be confirmed via email. This email will include your Vehicle and Horse Trailer Number to be printed out and placed on the driver's side dash for identification on the day of the event. Incomplete registrations will not be reviewed.

Cancellation Information: If the event is cancelled for any reason, you will be notified via email 24 hours prior to the event - Friday, March 13, 2020 by 9:00 am.

- No stallions, dogs, carriages or wagons will be allow on the property of Belmead for this event.
- No minor without legal guardian on the property at all times.
- No registration or check in will be allowed day of the event. Unregistered riders will be directed to exit the property.
- Check in begins at 9am and ends promptly at 11am. No admittance will be allowed after 11am.

Trailers will be parked by a parking attendant. No exceptions.

- Each rider must have a photo id with them to show at check in. Riders without photo id riders will be directed to exit the property.
- A copy of your Coggins for each horse must accompany each Event Guest Application,
 Release of Liability and Trail Etiquette rules prior to Feb. 28, 2020 to apply for registration
 for this event. You will be notified once your application is reviewed and your registration will be
 confirmed by email. Incomplete applications or those not including a copy of the Coggins will
 not be reviewed.
- No camping or guest reservations of paddocks will be accepted for this event.
- Ride begins at 10am and ends promptly at 4:00pm. All riders, trailers and horses must be off property no later than 5:00pm. Trash will be removed by riders.
- I understand that accessibility to Belmead LLC property is limited to the hours stated on this Application and I agree that I will not return to any Belmead property without written and dated permission from the owners.

SAFETY HELMETS THAT MEET ASTM/STI SAFETY STANDARDS ARE REQUIRED FOR ALL RIDERS.

SAFETY HELMETS THAT MEET ASTM/STI SAFETY STANDARDS ARE REQUIRED FOR CHILDREN UNDER 18.

ALL RIDERS MUST COMPLETE, SIGN & MAIL PAGES 4, 5, 6, 7, 8, 9 & 10

ALL VEHICLE <u>DRIVERS</u> MUST COMPLETE, SIGN & MAIL PAGES 1, 4, 5, 6, 7, 8, 9 & 10



BELMEAD EQUESTRIAN CLUB RIDE FOR FREE DAY GUEST EVENT APPLICATION – MARCH 14, 2020

| | B / |
|--|--|
| Name | |
| Address | |
| City, State, Zip | |
| Cell Phone # | |
| Email | |
| Emergency Contact | |
| Emergency Contact Phone # | |
| Horse(s) Name & Description | |
| Coggins Expiration Date: | Must attach a copy of your Current Coggins to this application |
| Driver's name of Towing Vehicle | |
| License Plate Number of Towing Vehicle | |

General

- RIDING IS AT YOUR OWN RISK.
- The front gate is locked after dark; the speed limit is 25 mph.
- Anyone riding a horse other than his or her own horse must provide proof of personal liability insurance.
- Firearms are strictly prohibited.
- Safety helmets that meet ASTM/STI safety standards are recommended for all riders.
- Safety helmets that meet ASTM/STI safety standards are required for children under 18.
- If you scoop manure from your trailer, please deposit it in the marked containers provided.
- All other trash must be placed in containers marked trash or taken home with you.

Trails

- For safety reasons no animals except horses are allowed on the trails.
- All horses must be under the control of their rider/handler at all times.
- Double and bareback riding are not permitted.
- Following periods of heavy rain, some trails may be temporarily closed.
- Ride only on designated trails and respect all "no horse" signs.
- No smoking, drinking alcohol, or littering on the trails.
- If your horse kicks, please put a red ribbon on his/her tail.
- When approaching other horses on the trails, please be respectful and slow down.
- Only one horse is permitted on any bridge on the Belmead property

Additional Terms

Guests shall indemnify and hold harmless BELMEAD EQUESTRIAN CLUB LLC, ITS MEMBERS, MANAGERS, OFFICERS, ASSIGNS, EMPLOYEES, CONTRACTORS, CONSULTANTS, EVENT ORGANIZERS, AND/OR THE OWNERS AND/OR LESSEES OF BELMEAD (COLLECTIVELY REFERRED TO AS "BELMEAD PARTIES") from any and all damages claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorney's fees), regardless of the outcome of such claims or actions arising out of or relating in any way to Guest hereunder or the use by Guest its family members, agents, or invitees.

I have read and hereby agree to abide by these stated regulations and those listed on the website. I understand that failure to comply with these rules may result in the suspension from Belmead grounds.

<u>I have read the above information and agree to each item.</u> ***This Application must accompany your Release of Liability, Trail Etiquette Rules with a current Coggins – EACH FORM MUST BE SIGNED & DATED BY EACH RIDER.

INCOMPLETE APPLICATIONS WILL NOT BE REVIEWED. YOU WILL BE NOTIFIED BY EMAIL ONCE YOUR APPLICATION IS REVIEWED AND ACCEPTED***



BELMEAD EQUESTRIAN CLUB RIDE FOR FREE DAY GUEST EVENT LIABILITY WAIVER – MARCH 14, 2020

| Rider's Name | |
|---------------------------|--|
| Address | |
| City, State, Zip | |
| Cell Phone # | |
| Email | |
| Emergency Contact | |
| Emergency Contact Phone # | |

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 form 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."

4. 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.

Equine Activity Liability Release - Member Page 1 of 2

- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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

- 9. 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.
- 10. 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.
- 11. 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.

- 12. 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.
- 13. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.
- 14. 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 PARTICIPATIING IN EQUINE ACTIVITIES AND OTHER ACTIVITIES ON DANGEROUS AND UNKEPT TERRAIN. PARTICIPANT PARTICIPATES AT HIS OWN RISK
- 15. 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.
- 16. 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.

| Adult Rider's Signature | |
|---------------------------|--|
| Date Signed | |
| Emergency Contact | |
| Emergency Contact Phone # | |

COMPLETE THE SECTION BELOW IF THE RIDER IS A MINOR

| Minor Rider's Name | |
|---------------------------|--|
| Minor Rider's Signature | |
| Date Signed | |
| Address | |
| City, State, Zip | |
| Cell Phone # | |
| Email | |
| Emergency Contact | |
| Emergency Contact Phone # | |



BELMEAD EQUESTRIAN CLUB RIDE FOR FREE DAY GUEST EVENT TRAIL ETIQUETTE – MARCH 14, 2020

| Rider's Name | |
|------------------------------|--|
| Address | |
| City, State, Zip | |
| Cell Phone # | |
| Email | |
| Emergency Contact | |
| Emergency Contact Phone # | |

Belmead Equestrian Club holds itself to a high standard focused on our rider's and horse's safety. Listed below you will see our detailed list of safety rules each member must adhere to:

Always check our website before leaving home for our listing of sections of the property that might be closed for maintenance, trail damage or inclement weather reasons. The status of the trails can be found under the section of trail status. Under the trails status you will see which zones are closed. The entire property is broken into color coded zones. If any sections of the property are closed you will see an entry like "November 10, 2019 the yellow and the pink zones will be closed." You will find this information on our site under calendar or Trail Status.

- 1. Any guest that is a minor must be accompanied by their legal guardian.
- 2. Speed limit for the entire Belmead Plantation is 25 miles per hour.
- 3. No alcohol on the riding trails
- 4. No firearms anywhere on property at Belmead Plantation.
- 5. Safety helmets that meet ASTM/STI safety standards are recommended.
- 6. Safety helmets that meet ASTM/STI safety standards are mandatory for minors.
- 7. Riders must keep cell phone with them at all times.
- 8. Riders must have saddle tags displayed visibly on both sides of their saddle. ???????
- 9. No stallions on property
- 10. No animals other than horses on trails.
- 11. Riding is not allowed in the yard of any dwelling or manor house.
- 12. Riding is not allowed on hard surface road from main entrance all the way to the manor house.
- 13. No smoking on trails
- 14. No littering anywhere on property.
- 15. If your horse kicks please identify this with a red ribbon on its tail.
- 16. When approaching other horses always be respectful.
- 17. Always clean up manure per the posted cleanup plan.
- 18. Clean up after yourself in the bath-house. Leave shower and bathroom doors open. Close door to outside.
- 19. No bare back riding

- 20. No double horseback riding.
- 21. Do not ride in crop fields or grass fields. Please follow trail plans.
- 22. All riders must keep horses a minimum of 150 feet from the manor house.
- 23. Riders must obey all road closed signs and no horses signs.
- 24. Anyone riding a horse other than his or her own horse must provide proof of personal liability insurance.
- 25. Management of BEC reserves the right to remove any guest for any reason at any time for actions including but not limited to actions detrimental to the better business practices of BEC, violent behavior or actions, inappropriate or disrespectful language, gossip or publishing of negative information weather fact or fiction about BEC or any member of BEC, destruction of property at BEC, failure to follow safety rules, failure to display window decals, failure to follow the sign in and out process.

| Adult Rider's Signature | |
|---------------------------|--|
| Date Signed | |
| Emergency Contact | |
| Emergency Contact Phone # | |

COMPLETE THE SECTION BELOW IF THE RIDER IS A MINOR

| Minor Rider's Name | |
|---------------------------|--|
| Minor Rider's Signature | |
| Date Signed | |
| Address | |
| City, State, Zip | |
| Cell Phone # | |
| Email | |
| Emergency Contact | |
| Emergency Contact Phone # | |