

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 Blue Ridge Hunt, Inc. and to all persons who own or lease land and provide facilities for equine activities (the "equine activity sponsor") and to each partner, officer, agent, employee, director, member, shareholder, heir, personal representative, successor and assign of the equine activity sponsor (who also shall be included within the words "sponsor/professional," "owner" or "equine activity sponsor" as their relationships may determine) and provides as follows:

In consideration for the opportunities provided by the equine activity sponsor to the undersigned participant for the enjoyment of equine activities as a participant including any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity (including any minor participant for whom he signs this Agreement) (the "Participant"), the Participant hereby agrees as follows:

1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia Section 3.2-6200, *et seq.*) 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, each owner and the equine activity sponsor the fullest protection of a release, waiver of right to sue and assumption of all risks which is afforded by the Act, by other applicable statutes and by general law.

2. The Participant hereby acknowledges that he or she has full and complete notice and understanding of the Act, the intrinsic dangers of equine activities, and of all the risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the Participant or damage to the Participant's property (the "Risks"), including, but not limited to: (i) the propensity of equines to behave in ways that may result in injury, harm or death to persons on or around them, including but not limited to kicking, biting, shying, bucking and rearing, or to trip and/or fall; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, reptiles, birds or insects, and the effects of such reactions; (iv) certain hazards such as surface and subsurface conditions; (v) the hazards which rocks, holes, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris and obstacles, and any equine activity in connection therewith, may foreseeably or unforeseeably present; (vi) collisions with other animals or objects; (vii) the dangers and risks of tack slipping or breaking for whatever reason; (viii) the dangers and risks of becoming entangled in tack; (ix) the risks of falling from or otherwise becoming unstable on an equine for any reason whatsoever or for no identifiable reason; (x) 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; (xi) all other risks associated with horses, horseback riding, riding to hounds and other equine activities.

3. The Participant hereby RELEASES and WAIVES all rights which he or she may have or hereafter have against the sponsor/professional, each owner and the equine activity sponsor for death, personal injury or property damage which is in any way associated with the Risks; he or she does hereby WAIVE his or her right to sue or to bring any action against the sponsor/professional, any owner or the equine activity sponsor in connection therewith. The Participant 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 2, above.

4. The Participant hereby agrees that he or she shall have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equine activity, and that it shall be his or her duty to act within the limits of his or her own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equine activity, to heed all posted warnings, to perform equine activities only in an area or in facilities designated by the sponsor/professional or by the owner and to refrain from acting in a manner which may cause or contribute to the injury of anyone.

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. The Participant, as INDEMNITOR, his or her heirs, administrators, executors, successors and assigns or any of them shall save, defend, keep harmless and INDEMNIFY the sponsor/professional, each owner and the equine activity sponsor, its or their successors and assigns from any and all loss, damage, cost, charge, liabilities or exposure, including court costs and attorney's fees, arising out of the Risks enumerated in Paragraph 2, above.

7. 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 to the sponsor/professional with receipt acknowledged by the sponsor/professional.

8. 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 this 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.

9. If this Agreement is executed by the undersigned Participant for and on behalf of a minor Participant named below, the undersigned Participant hereby warrants and represents that he or she 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 or her 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 or her own behalf.

10. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant.

11. In the event any portion of this Agreement/Release shall be declared invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions of this Agreement/Release shall remain in full force and effect.

12. 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, ANY OWNER OR THE EQUINE ACTIVITY SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

Print Participant's Name: _____

Print Address: _____

City _____ State _____ Zip: _____

Date: _____ Signature: _____
(To be signed by both parents or legal guardians if Participant is under 18 years of age)

(Second Parent or legal guardian's signature if Participant is under 18 years of age)

Email (PRINT very clearly): _____ Phone: _____