



## RELEASE, WAIVER & INDEMNITY AGREEMENT

The undersigned (hereinafter referred to as "Rider"), 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 known as the Morven Park Equestrian Center and/or to use horses and/or facilities either owned or controlled by Loudoun Therapeutic Riding Foundation, Inc. (LTRF), and/or to receive training or instruction from the agents, volunteers, or employees of LTRF, and being fully aware of the risk of injuries and dangers inherent in entering upon said premises and/or the riding and handling of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement ("Agreement").

Therefore, in consideration of being permitted to enter upon the premises known as Morven Park Equestrian Center and/or receive instruction or assistance from the agents, volunteers, or employees of LTRF, Rider knowingly and expressly agrees not to sue and to hold harmless and indemnify LTRF, and all of its agents, directors, officers, shareholders, employees, volunteers, consultants, partners, successors and assigns from and against any and all payments, claims, damages, liabilities, suits, losses and expenses, including attorney's fees and costs, for any accident, damage, loss, injury, illness or death caused to Rider or to Rider's property, and Rider agrees to assume all risks in riding or otherwise coming in contact with horses, including, without limitation, the risks of accident, damage, loss, injury, illness or death to Rider or to Rider's property. Rider acknowledges that Rider has been given notice of the risks inherent in and intrinsic dangers 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 movements, 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 for 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. Rider expressly agrees to assume all such risks. This Agreement shall specifically apply to Rider and if the Rider is under the legal age then to Rider's parent or legal guardian.

Further, pursuant to Virginia Code Section 3.2-6202, Rider (or if the Rider is under the legal age then Rider's parent or legal guardian) knowingly and expressly waives his or her right to sue and agrees to assume all the risks specifically listed in the prior paragraph.

If Rider is a minor or otherwise under a legal disability, this Agreement shall be executed by Rider's parent or legal guardian. By signing, the parent or legal guardian agrees (i) to waive the parents, guardians, and Rider's rights to sue the parties named in the immediately preceding paragraph; (ii) to assume, on behalf of the parent, guardian, and Rider, 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 hold harmless and indemnify LTRF, and all of its agents, directors, officers, shareholders, employees, volunteers, consultants, partners, successors and assigns from and against any and all payments, claims, damages, liabilities, suits, losses and expenses, including attorney's fees and costs, for any accident, damage, loss, injury, illness or death caused to Rider or to Rider's property, and Rider agrees to assume all risks in riding or otherwise coming in contact with horses, including, without limitation, the risks of accident, damage, loss, injury, illness or death to Rider or to Rider's property.

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this 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 Liability Act (Virginia Code Section 3.2-6200 et seq.), and that LTRF, and all of its agents, directors, officers, shareholders, employees, volunteers, consultants, partners, successor and assigns are covered by the provisions of the Virginia Equine Liability Act (Virginia Code Section 3.2-6200 et seq.). This Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any accident, damage, loss, injury, illness or death shall occur. In the event that any portion of this Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this Agreement, which shall survive intact.

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

**Caution: Read before signing.**

\_\_\_\_\_  
Rider

\_\_\_\_\_  
1. Parent or Guardian

\_\_\_\_\_  
Printed Name and date

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

\_\_\_\_\_  
2. Parent or Guardian

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