

Jessica P Bowen
JPB Equestrian
Chimney Meadow Farms

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

I, the undersigned participant, hereby agree to the provisions of this Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risk Agreement (“this Agreement”) with Jess Bowen, Carey Bowen, JPB Equestrian, and Chimney Meadows Farm (The “Equine Professional” and the “Owner”), on behalf of myself and each and every minor participant for whom I am signing this Agreement (as named below), as follows:

1. I/we agree to follow all instructions given or rules established by the Equine Professional or any of the Equine Professional’s employees or other agents concerning my/our use of any horse or of any equipment or gear provided by the Equine Professional. It is highly recommended for safety reasons that a riding helmet be worn while engaged in equine activities. Please indicate whether or not you desire to wear a riding helmet:

YES _____ NO _____ INITIALS _____ .

I hereby accept full responsibility for all injuries that might occur as a result of failure to wear a riding helmet.

2. I/we have full and complete notice and understanding of the many risks inherent in equine activities which may cause, contribute to or result in **SERIOUS INJURY OR EVEN DEATH** or damage to property (the “Risks”), regardless of previous training and past performance of the horse including but not limited to the following:

- (a) Horses have a propensity to behave in dangerous ways;
- (b) It is not expected that anyone will be able to predict or foresee a horse’s reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, nor the effects of any such reactions;
- (c) Surface and subsurface conditions pose many potential hazards, both obvious and hidden;
- (d) There is always a risk that tack or harness may slip or break or that the horse or the participant may become entangled in tack, harness or vehicles used in an equine activity; and
- (e) There is a risk of the participant falling from or otherwise becoming unstable on a horse or a vehicle used in an equine activity or for the horse to trip and/or fall down without warning.

3. I/we have full and complete notice and understanding that this Agreement and all equine activities provided by the Equine Professional are governed by the Virginia Equine Activity Liability Act (Code of Virginia §3.1-796.130, §3.1-796.132, §3.1-796.133 et seq., Please see exhibit A), as it may now provide or be hereafter amended (“the Act”), which Act is hereby incorporated in this Agreement by reference; that all terms defined by the Act shall have the same meaning herein; and that this Agreement shall be so construed as to provide to the Equine Professional the fullest protection of a release, waiver of right to sue and assumption of all risk which is afforded by the Act.

4. I/we hereby **RELEASE** and **WAIVE** all rights which I/we may have or may hereafter have against the Equine Professional and/or the Owner for death, personal injury or property damage which is in any way associated with the Risks or otherwise covered under the Act; I/we hereby **WAIVE** any right to sue or to bring any action against the Equine Professional and/or the Owner in connection therewith including any negligent act or omission by either of them or by any employee or agent of either of them; I/we hereby agree to **INDEMNIFY** and **HOLD HARMLESS** the Equine Professional and/or the

Owner from and against any such suit or action and agree to pay any attorney fees which may arise if any such suit or action is filed; and I/we hereby expressly ASSUME ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the Risks or otherwise covered under the Act.

5. I/we hereby authorize and consent to any emergency medical care which may be administered as a result of injury or sickness caused by or incurred in the course of any equine activity.

6. To the extent possible, this Agreement shall be construed in such manner as will render each provision 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.

7. If this Agreement is executed 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 heirs, personal representatives, successors and assigns. In any event, this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.

8. Each and every right and benefit of the Equine Professional and/or the Owner hereunder shall also accrue to the benefit of each officer, agent, employee, director, shareholder, member, partner, heir-at-law, personal representative, successor and assign of the Equine Professional and the Owner including without limitation every waiver, release, indemnification and agreement to hold harmless.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OR RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE EQUINE PROFESSIONAL OR THE OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH. I ACKNOWLEDGE THAT I HAVE A COPY AND HAVE A FULL AND COMPLETE UNDERSTANDING OF THE VIRGINIA EQUINE LIABILITY ACT. I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I MAY BE WAIVING AND RELEASING CERTAIN IMPORTANT RIGHTS WHICH I MIGHT HAVE IF I DID NOT SIGN THIS AGREEMENT. I AM SIGNING THIS DOCUMENT FREELY, VOLUNTARILY AND WITHOUT ANY COERCION.

ADULT PARTICIPANT'S FULL NAME
AND ADDRESS (Please Print):

EACH MINOR PARTICIPANT FOR WHOM
PARTICIPANT IS SIGNING (Print Name):

Signature

Date

Please read and sign below. Parent/Guardian signature is required only if the rider is a minor.

I am unaware of any physical conditions that could prevent the rider from riding.

Signature _____
Rider Parent or Guardian Date

I have been instructed and I am aware of the dangers of not wearing an ASTM/SEI approved helmet when mounted and riding a horse. Therefore, I choose to wear ASTM/SEI helmets at all times.

Signature _____
Rider Parent or Guardian Date

I have read all waivers and forms and I understand the policies of JPB Equestrian, Jess Bowen and Chimney Meadow Farm

Signature _____
Rider Parent or Guardian Date