

**TUCKAHOE PLANTATION STABLES
EQUINE ACTIVITY LIABILITY
RELEASE, WAIVER OF RIGHT TO SUE,
AND ASSUMPTION OF ALL RISK**

This Equine Activity Liability Release, Waiver of Right to Sue, and Assumption of All Risks (hereinafter "Agreement") is hereby given by the undersigned to Tuckahoe Plantation Stables, its agents, employees, members, officers, directors, and staff, any equine activity sponsors, to the sponsor as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted (hereinafter "land owner") and each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor, and assign of the sponsor and of each owner, and provides as follows:

In consideration for the opportunities provided by Tuckahoe Plantation Stables, the sponsor, and owners to the undersigned, including any minor in whose behalf the undersigned signs this Agreement (hereinafter "Participant"), for the enjoyment of equine activities as Participant, the undersigned, including any minor participant for whom he signs this Agreement, hereby acknowledges and agrees as follows:

1. **This Agreement is given in part under the VIRGINIA EQUINE ACTIVITY LIABILITY ACT** Virginia Code Ann. § 3.2-6200 -06302, as amended) as it may now provide or be hereafter amended (hereinafter "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated by reference into this Agreement. This Agreement shall be so construed as to provide to Tuckahoe Plantation Stables, the sponsor, and owners the fullest protection of a release, waiver of right to sue, and assumption of all risks as is afforded by the Act and by common law.
2. All pronouns shall be construed to include the masculine, feminine, neuter, plural or singular, as may be appropriate to the construction of this Agreement.
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.** Equine activities may cause, contribute to or result in the death or personal injury of the Participant or damage to the participant's property (hereinafter "Risks"). Such Risks include, but are in no way limited to, the following:
 - i. the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them, 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, or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, farm animals, reptiles, birds, or insects, and the effect of such reactions;
 - iii. the hazards of surface or subsurface conditions, including, but not limited to, patent and latent objects or conditions on, under, or protruding from the surface;
 - iv. collisions with other animals or objects;
 - 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;

- vi. hazards, foreseeable or unforeseeable, presented by rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, bodies of water, debris and obstacles, and any equine activity in connection therewith;
 - vii. the dangers and risks of tack, harness, or other equine equipment slipping or breaking, for whatever reason;
 - viii. the dangers and risks of one becoming entangled in tack, harness, equine equipment, or vehicles used in an equine activity;
 - ix. the risks of falling from or otherwise becoming unstable on an equine or on a vehicle used in an equine activity, with or without reason;
 - x. the dangers of being struck by an equine, another participant, a hound, or other animal;
 - xi. any negligent act or omission by Tuckahoe Plantation Stables, the sponsor, or any owner which causes or results in the death or personal injury of the Participant or damage to the Participant's property; and
 - xii. all other Risks associated with horseback riding and related activities.
4. **The Participant hereby RELEASES AND WAIVES ALL RIGHTS** which may have or hereafter have against Tuckahoe Plantation Stables, the sponsor, and each owner for death, personal injury and/or property damage which is in any way associated with the Risks.
 5. **The Participant does hereby WAIVE HIS RIGHT TO SUE** or to bring any action against Tuckahoe Plantation Stables, the sponsor, and/or each owner in connection with the Risks.
 6. **The Participant agrees hereby to INDEMNIFY AND DEFEND AND HOLD HARMLESS** Tuckahoe Plantation Stables, the sponsor, and/or each owner from any such claim, suit, or action, including reimbursement of all reasonable legal fees associated with the defense of any such claim, suit, or action.
 7. **The Participant hereby EXPRESSLY ASSUMES ALL RISKS AND DANGERS** of death, personal injury, and/or property damage that are in any manner associated with the Risks enumerated, without limit, above.
 8. **The Participant hereby authorizes** and consents to any emergency medical care which may at the time appear reasonably appropriate and necessary under the circumstances as a result of injury or illness caused by or incurred during the course of an equine activity.
 9. This Agreement shall remain valid and in full force and effect from and after the date listed below the signature of the Participant until it is expressly revoked by the same, in a written notice personally delivered to Tuckahoe Plantation Stables.
 10. This Agreement shall be construed so as to render it, in its entirety and each provision, fully enforceable. If any provision of this Agreement is found to be unenforceable, such unenforceable portion shall be struck and the remainder of the Agreement shall remain in full force and effect.
 11. If this Agreement is executed by the undersigned for and on behalf of a Minor Participant, as named below, the undersigned hereby warrants and represents the following:
 - i. that he is the legal parent or guardian of such minor, with full rights of custody and control;
 - ii. that this Agreement is given on behalf of and is intended to be binding upon the below named Minor Participant, his heirs, personal representatives, successors, and assigns;
 - iii. the undersigned further agrees that this Agreement shall also be as fully binding upon the undersigned as if he had signed on his own behalf.

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

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT, 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 TUCKAHOE PLANTATION STABLES, THE SPONSOR, OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION WITH THE FOREGOING AGREEMENT.

PARTICIPANT:

Signature (18 years or older): _____

Print Name: _____

Address: _____

Name of Minor Participant for whom signing: _____

Date: _____