

**RELEASE AND WAIVER OF LIABILITY
FOR EQUINE ACTIVITY**

I, _____ [print name] am aware that horseback riding and engaging in other equine activities pose potentially serious risks of injuries or death to their participants. I am aware of the intrinsic dangers of equine activities. I understand that my horse or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well trained, are often unpredictable and are often difficult to control.

With this waiver I accept notice of the provisions of the Equine Activity Liability Act, Va. Code Ann. §§ 3.2-6200 through 3.2-6203, which state in part: “intrinsic dangers of equine activities” means those dangers or conditions that are an integral part of equine activities, including, but not limited to: (i) the propensity of an equine to behave in ways that may result in injury, harm or death to the persons on or around them; (ii) the unpredictability of an equine’s reaction to such things as sound, sudden movement, and unfamiliar objects, persons or other animals; (iii) certain hazards such as surface or subsurface conditions; (iv) collisions with 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.”

This waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by James E. Covington, Jane E. Covington, 250 West, L.C. or the Wilmington Land Company, LLC (hereinafter referred to as “the Owners”).

With the knowledge of the foregoing, and as an inducement for to allow me to ride and engage in equine activities on their property, I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against James E. Covington, Jane E. Covington, 250 West, L.C. or the Wilmington Land Company, LLC (hereinafter referred to as “the Owners”), their heirs, personal representatives, successors, assigns, officers, members, managers, employees or agents, arising from any damages, injury, or death which I might sustain or which might occur to any horse I am riding or handling as a result of my horseback riding or other equine activity as defined by Va. Code Ann. § 3.2-6200. I further agree to indemnify and hold harmless all of the foregoing from any claims which I might make or which might be made on my behalf by others or which might be made against me by others, arising from riding or other equine activity on property owned by the Owners. Furthermore, I agree to indemnify the Owners, for any injury, death, loss or damage to any personal property which might occur during an equine activity as defined by Va. Code Ann. § 3.2-6200.

This Agreement shall be governed by the laws of the Commonwealth of Virginia. In the event any portion of this Release shall be declared invalid, unenforceable or void by a court of

competent jurisdiction, the remaining provisions of this Release shall remain in full force and effect.

This Agreement shall be binding upon my heirs, personal representatives, successors and assigns.

Rider, Horse Owner or Handler
Date: _____

RELEASE AND WAIVER OF LIABILITY - EQUINE ACTIVITY
Release or Waiver by Parent or Legal Guardian

The undersigned Parent or Legal Guardian of the minor child _____
(the "Minor") agrees:

1. To waive the rights of the myself and all other parents or guardians of the Minor, and of the Minor, to sue the Owners, their heirs, personal representatives, successors, assigns, officers, members, managers, employees or agents; and
2. To assume, on behalf of all other parents, guardians and the Minor the risks set forth in this release, in addition to all other risks of an equine activity as defined by Va. Code Ann. § 3.2-6200; and,
3. To indemnify and hold harmless the Owners, their heirs, personal representatives, successors, assigns, officers, members, managers, employees or agents, from any loss, claim, suit or judgment, including, but not limited to, the costs of defending any such claims, including, but not limited to, court costs and attorneys' fees, resulting from any injury, death, loss or damage sustained or claimed by Minor or Minor's personal representative.

This Agreement shall be governed by the laws of the Commonwealth of Virginia. This Agreement shall be binding upon my heirs, personal representatives, successors and assigns.

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

The undersigned represents that he or she has the authority to sign this release.

Parent or Legal Guardian
Print Name: _____
Of: _____ (Minor Child)
Date: _____