



RELEASE AND WAIVER OF LIABILITY
Virginia Horse Center Foundation & Virginia Equine Center Foundation
DBA Virginia Horse Center

I am aware that horseback riding, hunting, riding to hounds and other equine activities are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse(s) 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 3.2-6200 through 6203, 2008, as amended, which state in part: “(i)the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii)the inability to predict an equine’s reaction to sound, movements, objects, persons or animals; and (iii)the hazards of surface or subsurface conditions. The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by a representative of the Virginia Horse Center Foundation and Virginia Equine Center Foundation, heretofore known as the “Virginia Horse Center”, Lexington, Virginia.

Furthermore, with this waiver, I expressly assume the risk of injury or death due to negligence by the Virginia Horse Center, their agents, employees, members, officers, directors, and staff, for my own safety or for the safety of my minor child.

With the knowledge of the foregoing, and as an inducement for the Virginia Horse Center to allow me to ride or participate in clinics 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 the Virginia Horse Center, their employees and participants, arising from any damages, injury, or death which I might sustain or which might occur to any horses. 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 on Virginia Horse Center property. Furthermore, I agree to indemnify the Virginia Horse Center, their employees, or participants, for any injury, death, loss, or damage to any personal property which might occur during an equine activity as defined by 3.2-6200 through 6203, 2008, as amended, or social functions sponsored by the Virginia Horse Center or held in our behalf or for our benefit, when such injury, death, loss or damage occurs on their property.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST THE VIRGINIA HORSE CENTER, AND PARTICIPANTS, OR EMPLOYEES OVER WHOSE LAND I RIDE, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, THE VIRGINIA HORSE CENTER, AND EMPLOYEES OVER WHOSE LAND I RIDE, FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED, IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

Address _____ Signature (parent if under 18) _____
Date _____