

EQUINE ACTIVITY PARTICIPATION AGREEMENT

Fox Pointe Farm : Riding Lesson, Introductory Lesson, Horse Trial Ride, Summer Camp

DATE: _____

THIS IS A LIABILITY WAIVER AND RELEASE AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

Assumption of Risk

I, _____, understand that there are risks inherent in equine activities. These include, but are not limited to:

- the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity
- the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, regardless of its training and past behavior
- certain hazards such as surface and subsurface conditions and objects
- collisions with other horses, animals, people and objects

I understand that the handling, use and riding of a horse, whether for recreation or during instruction, involves the risk of personal physical injury, including, but not limited to, lacerations, bruises, fractures, head injuries and death. With full knowledge and awareness of these and all other dangers inherent in and related to the sport of horseback riding and equine-related activities, I am knowingly participating in instruction and/or training at the following event, Fox Pointe Farm Summer Camp (Event), and voluntarily engage myself and/or my horse in these activities and fully assume all risks involved.

I understand that horseback riding is a rigorous and physically demanding activity for both horse and rider. I have fully disclosed to Fox Pointe Farm LLC and to the instructor at the Event my riding experience and have not misrepresented any condition or lack of ability of either myself or my horse. I have fully disclosed any and all physical, mental or other conditions, including my use of any medications or other substances, which may affect my ability to participate in the sport. If, at any time, I feel unfit or unsure about proceeding with any riding activity, or if the horse or equipment appear to be deficient in any manner, I will inform my instructor/and or host of my concern before proceeding with the activity.

I understand that in the course of taking riding instruction and otherwise participating in Event, I will follow any and all rules of riding conduct and safety established by Fox Pointe Farm LLC and the instructor and/or host for Event and I must equip myself with appropriate riding attire including an ASTM approved and fastened riding helmet and riding boots or shoes when mounted.

Waiver of Liability

In consideration for my participation in instruction or other equine-related activities during this Event, I and anyone legally entitled to act on my behalf, hereby agree to release, waive, discharge and covenant not to sue Fox Pointe Farm LLC., Colleen Seely, Scott Seely, and its officers, directors, representatives, agents, assigns, employees or its officers, shareholders, representatives, agents, assigns or employees for

any and all claims related to riding, instruction, or any other activities at Event including those arising from the ordinary negligence of Fox Pointe Farm LLC, its officers, directors, representative, agents, assigns, employees or independent contractors. This agreement shall apply to all personal injuries and illnesses, including death, as well as any property loss or damage, including injury to or death of my horse, which may result from riding, instruction, handling horses or other activities at and or during Event.

Indemnification and Hold Harmless

I and anyone legally entitled to act on my behalf further agree to forever hold harmless, defend and indemnify Fox Pointe Farm LLC, its officers, directors, representatives, agents, assigns, employees or independent contractors its officers, shareholders, representatives, agents, assigns and employees for any and all claims including those arising from ordinary negligence, which may arise out of my instruction, training, or otherwise participating at Event. This includes, but is not limited to, any economic or non-economic losses, including any and all reasonable attorney’s fees, due to any bodily injury, including death, or property damage sustained in connection with all activities including riding, handling, and otherwise participating in the Event.

Severability and Venue

I expressly agree that this agreement shall be governed by and construed in accordance with the laws of the State of Virginia and is intended to be as broad and inclusive as the laws of that State allow. If any portion thereof is held invalid, the remainder of the agreement shall continue in full legal force and effect and that if legal action related to this agreement is brought, it must be brought in an appropriate court of jurisdiction in the State of Virginia.

I HAVE READ AND UNDERSTAND THIS ENTIRE PARTICIPATION AGREEMENT.

I UNDERSTAND THAT THIS A LIABILITY

I AGREE TO ASSUME ALL THE OBLIGATIONS OF THIS RELEASE ON THE CHILD’S BEHALF.

Signature of Participant

Print Name of Participant

(If participant is under the age of eighteen)

Signature of Parent

Print Name of Parent

Address _____

Phone Number

E-mail Address

Emergency Contact - Name and Phone Number

