



293 Byrd Mill Road • Louisa, VA 23093 • Phone 540-223-0837 • Fax 540-967-2648

RELEASE, WAIVER & INDEMNITY AGREEMENT

For Participants, Visitors & Volunteers

The undersigned (hereinafter referred to as "Participant"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as "Cedar Row Farm, LLC", and/or to use or come into contact with horses and/or facilities either owned or controlled by Cedar Row Farm LLC (hereinafter referred to as "Cedar Row") and to visit and/or to receive training, instruction, coaching or counseling from the agents or employees of Cedar Row, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or the handling or riding of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS CEDAR ROW AND/OR TO USE OR COME INTO CONTACT WITH HORSES OWNED OR CONTROLLED BY CEDAR ROW AND/OR TO RECEIVE TRAINING, INSTRUCTION, COACHING OR COUNSELING FROM THE AGENTS OR EMPLOYEES OF CEDAR ROW, PARTICIPANT KNOWINGLY AND EXPRESSLY WAIVES PARTICIPANT'S RIGHTS TO SUE CEDAR ROW, THEIR MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY, AND PARTICIPANT AGREES TO ASSUME ALL RISKS INHERENT IN COMING IN CONTACT WITH HORSES, WHETHER MOUNTED OR NOT, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER 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, AND PARTICIPANT EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO PARTICIPANT AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF PARTICIPANT, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. §3.1b796.132B, AND

SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA.

CODE ANN. §3.1b796.130 *et seq.* (Chapter 27.5, Code of Va. (1950)).

IF PARTICIPANT IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY PARTICIPANT'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND PARTICIPANT'S RIGHTS TO SUE THE PARTIES NAMED IN THE FIRST PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND PARTICIPANT, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH , IN ADDITION TO ALL OTHER RISKS OF COMING INTO CONTACT WITH HORSES; AND (iii) TO INDEMNIFY AND HOLD HARMLESS CEDAR ROW, THEIR MEMBERS , MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY , DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY PARTICIPANT (OR PARTICIPANT'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY CEDAR ROW, THEIR MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING **ATTORNEYS' FEES** .

It is expressly agreed by Participant and any parent or guardian whose signature appears on this document that this Release, Waiver & Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that Cedar Row Farm LLC is covered by the provisions of that Act. This Release, Waiver & Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver & Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Participant has been advised to wear closed toe footwear at all times while coming in contact with horses, and to wear protective headgear at all times while riding, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.

Signature of **Participant**

Printed Name

Date

Signature of **Parent or Guardian***

Printed Name

Date

***PARENT OR GUARDIAN MUST SIGN IN ADDITION TO PARTICIPANT, IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE.**

PHOTO RELEASE:

By initialing below, the participant gives permission for Cedar Row Farm, LLC to use photographs and/or videos of participant, not identified, in any promotional materials, whether digital or print.

Participant's Initials: _____