

**You Must Sign this Release & Waiver of Liability
Before Riding, Participating or Engaging in Any Equine Activities sponsored
by Deep Run Hunt Club, Inc., Deep Run Horse Show Association
or Deep Run Hunt Pony Club**

In exchange for the privilege of participating in and/or engaging in any kind of equine (“horse”) activity sponsored by Deep Run Hunt Club, Inc., Deep Run Horse Show Association and/or Deep Run Hunt Pony Club, (“Sponsors”) and/or any co-sponsors or subcontractors, any land owners upon whose land the equine activities take places, and any equine professional instructors or clinicians retained by the Sponsors and/or other participants in the equine activity, (hereinafter, collectively referred to as the “Sponsors & Other Released Parties”) I am voluntarily executing this waiver and release of liability (“release”). By signing this release, I intend to release all Sponsors & Other Released Parties which are in any way connected to my participation in the Sponsors’ equine activities. I intend to release the Sponsors & Other Released Parties from all liability for injuries to myself as a Participant (or my minor child Participant or to any other minor Participant for whom I am legally responsible). I also intend to release the Sponsors & Other Released Parties for any liability for loss or injuries to my property incurred while engaging in the Sponsors’ equine activity. I warrant that I am (or my minor is) sufficiently skilled to safely engage in this equine activity. I know that I am engaging in this equine activity at my own risk (or I am acknowledging and accepting this risk to my minor). I have other places where I (or my minor) could go to engage in equine activities, but I have chosen to execute this release so I (or my minor) can be a Participant in the Sponsors’ equine activities. I am executing this release in accordance with Chapter 62, “Equine Activity Liability” in section 3.2-6200, *et seq.*, of the Code of Virginia, and as it may be amended. No Sponsor has given me legal advice and no one has forced me to sign this release.

I am fully aware that equine activities are inherently dangerous and I acknowledge and assume the risks of damage or loss to my property and/or bodily injury, illness or death to myself or my minor under Common Law. Furthermore, I expressly assume for myself and/or my minor the intrinsic dangers of equine activities that are defined in the Equine Activity Liability Act, including, but not limited to: (i) the propensity of equines to behave in ways that 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, and 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, or any other risk that may subsequently be included in Virginia Code Section 3.2-6200, *et seq.*

I agree to hold harmless and indemnify the Sponsors & Other Released Parties, their heirs, assigns, agents, employees or affiliates. I also agree to indemnify the Sponsors & Other Released Parties (provide a legal defense and reimburse for damages) in the event a claim is made against them because another individual or individual’s property is injured or damaged as a result of my actions, (my minor’s actions), or my horse’s actions. I will also indemnify and defend the Sponsors if a claim is made against them arising out of the actions of any equine professional acting on my behalf who fails to have sufficient insurance to cover the Sponsors as additional insureds.

I intend for this 2-page waiver of liability and release to bind my family or any other representatives should I die or become incapacitated due to an injury in any way connected to my participation in the Sponsors’ equine activities. I expressly give up my right to sue or to pursue any type of claim, whatsoever, in any form or venue (or the right of my minor or any family

member or other representative of the minor) for damages arising out of the Sponsors; equine activities. I acknowledge the right of any court to dismiss any case I may bring against the Sponsors & Other Released Parties, with prejudice, without trial, based upon receipt of a copy of this executed document. I want to be clear that I am giving up all rights (including my family's, my representative's, my executor's or my minor's) to sue for money damages or to seek any other form of compensation as a result of the Sponsors' equine activities.

I will not ride in any of the Sponsors' equine activities without a properly fitted ASTM approved protective headgear and appropriate footwear, nor will I allow any person who accompanies me to HF to ride without this equipment.

I have been advised to consult an attorney if I have any questions about this release and to read a current version of Virginia's Equine Liability Act, which as of the writing of this document is found at Va Code Ann. Section 3.2-6200, *et seq.*

My signature below indicates that I have read this entire release, I understand it is a complete waiver of liability, I am at least eighteen years old and I am under no disability which would prevent me from understanding the contents of or executing this release. If I have signed this release on behalf of a minor or disabled person, I warrant that I have legal authority to do so. If it is later determined that I have no such authority, I agree to indemnify and defend the Sponsors & Other Released Parties for any claim which is allowed to proceed against them because of the lack of a valid waiver and release.

I intend for this release to remain in effect indefinitely. If I decide to revoke this release and waiver of liability, I must do so by written revocation, delivered by hand to the DRHC Club Manager. Once this document is revoked, I will lose all privileges to engage in the Sponsors' equine activities. Virginia law governs this release. I agree to first mediate any disagreement arising from the Sponsors' equine activities or this Release before pursuing a lawsuit. I agree to the venue and jurisdiction of any state or federal court of Goochland County.

Date: _____/_____/_____

Signed in Goochland Co., VA
The Circuit Court of Goochland County is
the agreed venue for any dispute arising out of this
Release.

Signature

Print Name

If I have signed on behalf of a minor child:

Child's Full Name

Revised 7/8/20

My Relationship to Child