

YORTOWN STIRRUP CLUB
Equine Activity Liability Release,
Waiver Of Right To Sue,
And Assumption Of All Risks

This Equine Activity Liability Release, Waiver of Right To Sue and Assumption Of All Risks Agreement (the "agreement") is hereby given by the undersigned to Yorktown Stirrup Club (the "Club")(an equine activity sponsor), each Club member, officers of the Board of Governors, or employee (the "sponsor"), and each horse owner (the "owner").

1. This Agreement is given under the Virginia Equine Activity Liability Act (Code of Virginia 3.1-796.130 et seq.) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the sponsor the fullest protection of a release, waiver of right to sue and assumption of all risks that is afforded to the sponsor by the Act.
2. All pronouns shall be construed to include the masculine, feminine or neuter, as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.
3. The participant hereby acknowledges full and complete notice and understanding of the Act and of all risks inherent in equine activities which may cause, contribute to, or result in the death or personal injury of the participant or damage to the participant's property (the "risks"), including, but not limited to:
 - (a) **The propensity of an equine to behave in dangerous ways or to trip and/or fall;**
 - (b) **The inability to predict an equine's reaction to sound, weather conditions, movements, objects, persons or animals;**
 - (c) **Hazards of surface or subsurface conditions whether known or unknown;**
 - (d) **The hazards which rocks, hills, fences, trees, stumps, logs, bridges, ditches, and other debris and obstacles, and any equine activity in connections therewith may foreseeable or unforeseeable present;**
 - (e) **The dangers and risk of tack or harness slipping or breaking for whatever reason;**
 - (f) **The risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason;**
 - (g) **The dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity;**
 - (h) **Any intentional act, negligent act, or omission by the sponsor or owner that causes or results in the personal injury or death of the participant, or damage to the participant's property.**
4. The participant hereby **RELEASES** and **WAIVES** all rights which he may have or hereafter have against the sponsor and each owner for death, personal injury or property damage which is in any way associated with the risks; he does hereby **WAIVE** his right to sue or to bring any action against the sponsor or owner in connection herewith; he agrees to **INDEMNIFY** and **DEFEND** the sponsor and owner from, and to **HOLD** the sponsor and owner **HARMLESS** against any such suit or action; and he thereby expressly **ASSUMES ALL RISKS AND DANGERS** of death, personal injury and property damage which are in any way associated with the risks enumerated in Paragraph 3, above.
5. The participant hereby authorizes and consents to any emergency medical care that may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of equine activity.
Do you have any know allergies to any medicine or drug? Yes/No
If yes, name and/or type _____
6. The Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the participant until expressly revoked by the participant in a written notice personally delivered to the sponsor.
7. To the extent possible, this Agreement shall be constructed in such a manner as will render it and each provision of it fully enforceable; but if any provision of this Agreement shall be

unenforceable, such provision, or so much thereof as is unenforceable, shall be deleted and the remainder of this Agreement shall continue in full force and effect.

8. If this Agreement is executed by the undersigned for and on behalf of a minor participant named below, the undersigned warrants and represents that he is in fact the legal parent or guardian of such minor, with full rights of custody and control, and that this Agreement is given on behalf of and is intended to be binding upon said minor participant, as if it were entered into solely on his own behalf.
9. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.

10. I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSORS OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

Print:

Name _____ **IDB** _____

Address _____

Telephone _____

Signature _____ **Date** _____

Print:

Name of Parent/Legal Guardian for minor _____

Address _____

Telephone _____

Signature _____ **Date** _____

In the event of an emergency, contact the following person(s)

Name: _____ **Telephone:** _____

Name: _____ **Telephone:** _____