



## BEVERLY EQUESTRIAN

### 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 ("Agreement") is given in part under the VIRGINIA EQUINE ACTIVITY LIABILITY ACT (Code of Virginia Section 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 Darrin Mollett, Bill Ballhaus, and/or Beverly Equestrian, LLC, (each an Equine Activity Sponsor as that term is defined in the Act), and their owners, managers, employees, agents, heirs, and successors and assigns (hereinafter individually or collectively referred to as "Beverly") the fullest protection of a release, waiver of right to sue and assumption of all risks that is afforded to Beverly by the Act and by general law.

In consideration for and for the purpose of participating in any Equine Activity, as that term is defined in the Act, and including but not limited to, coming into contact with horses, land, jumps, equipment, or facilities either owned or controlled by Beverly, and/or receiving training or instruction from the agents or employees of Beverly, the undersigned (including any minor in whose behalf the undersigned signs this agreement, hereinafter referred to as the "Participant") hereby agrees as follows:

The Participant hereby acknowledges that Participant has full and complete notice and understanding of the Act and of all risks inherent in equine activities that may cause, contribute to or result in the death or personal injury of Participant or damage to the Participant's property (the "Risks"). These Risks include, but are not limited to: (i) the propensity of an equine to behave in dangerous ways or to trip and/or fall; (ii) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, reptiles, birds or insects, and the effect of such reactions; (iii) the hazards of surface or subsurface conditions, including but not limited to, objects or conditions on, under or protruding from the surface both latent and patent; (iv) the hazards such as rocks, cliffs, hills, fences, trees, stumps, logs, man-made jumps or other riding obstacles, bridges, ditches, banks, bodies of water, debris, and other obstacles that may be foreseeably or unforeseeably present; (v) the dangers and risks of tack, training equipment or harness slipping, breaking or failing for whatever reason; (vi) the dangers and risks of becoming entangled in tack, training equipment, harness, or vehicles used in an Equine Activity; (vii) 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; (viii) the dangers of being struck by an equine, rider, or hound or by any other farm equipment and/or vehicle; (ix) any negligent act or omission by the sponsor or any owner that causes or results in the death or personal injury of the participant or damage to the participant's property; and (x) all other risks associated with horseback riding, driving and related activities.

The Participant hereby releases and waives all rights that Participant may have or hereafter have against Beverly for death, personal injury or property damage that is in any way associated with the

Risks; Participant does hereby waive Participant's right to sue or to bring any action against Beverly in connection therewith; Participant agrees to indemnify and defend Beverly from and to hold Beverly harmless against any such suit or action; including reimbursement of legal fees associated with the defense of any claim, and Participant hereby expressly assumes all risks and dangers of death, personal injury and property damages that are in any way associated with the Risks enumerated above.

The Participant hereby authorizes and consents to any emergency medical care that may at the time appear reasonable and appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an Equine Activity and assumes the costs associated with any such care. Participant also releases and waives all damages, claims and/or causes of action that Participant may have resulting from any emergency medical care administered by Beverly.

This Agreement shall remain valid and in full force and effect from and after the date noted at the signature of the undersigned until expressly revoked by the undersigned in a written notice personally delivered to Beverly.

To the extent possible, this Agreement shall be construed in such 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 the Agreement shall continue in full force and effect.

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

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant and the undersigned.

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Participant Signature \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_

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Print Participant Name \_\_\_\_\_ Print Parent/Guardian Signature \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

IN CASE OF EMERGENCY: Please contact \_\_\_\_\_ at \_\_\_\_\_.  
NAME CELL