

**ROCKN K, INC.**  
**RELEASE and WAIVER OF LIABILITY**

**Please print:**

FULL NAME OF PARTICIPANT(S): \_\_\_\_\_ AGE(S): \_\_\_\_\_ Date: \_\_\_\_\_  
NAME OF PARENT/LEGAL GUARDIAN \_\_\_\_\_  
RELEASOR'S ADDRESS \_\_\_\_\_ CITY/ZIP \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMERGENCY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

The undersigned, for himself and any person accompanying him at the equine activity (hereinafter collectively referred to as "Releasor") hereby releases: (i) ROCKN K, INC., a Virginia Corporation; its directors, officers, employees, and agents; (ii) Michael Kopec; (iii) Victoria E. Kopec; (iv) and all of the landowners upon whose land the equine activity occurs (hereinafter collectively referred to as "Sponsors") from any and all liability as a result of Participant's and/or Releasor's involvement in any and all equine activities, including but not limited to riding, boarding, transporting, observing, or on-looking.

The Releasor, agrees as follows:

1. This release is made pursuant to the provisions of 3.1-796.130, et seq of the 1950 Code of Virginia, as amended, the so-called Equine Activity Liability Act (the "Act"). Releasor acknowledges that a copy of the Act was available for his review prior to execution of this release. All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this release by reference. This release shall be so construed as to provide to the Sponsors the fullest protection of a release, waiver of right to sue and assumption of all risks which is afforded to it by the Act and otherwise, in boarding and/or participating in any and all equine activities (including transporting and observing/spectate).

3. The Releasor acknowledges that he has full and complete notice and understanding of all the risks inherent in equine boarding and ALL equine participating (including observing and transporting) and/all activities which may cause, contribute to or result in the death or personal injury of a participant or onlooker, including damage to the participant's property (including equine) (the "risks"), including but not necessarily limited to:

- i the propensity of an equine to behave in dangerous ways which may result in injury to the participant;
- ii the inability to predict an equine's reaction to sound, movements, objects, persons, animals, excitement, weather conditions, all types of creatures and the effect of such reactions;
- iii the hazards of surface or subsurface conditions including objects or conditions on, under or protruding from the surface, whether apparent or not;
- iv the hazards presented by rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris or obstacles;
- v the dangers and risks of tack, equipment or harness slipping or breaking;
- vi the dangers and risks of becoming entangled in tack, equipment or harness or any vehicles used in an equine activity; and
- vii the risks of falling from or otherwise becoming unsteady on an equine or a vehicle used in any equine activity for any reason whatsoever.

4. The Releasor hereby acknowledges that equine activity is high-risk and that Releasor and Participant are participating, boarding, transporting, 11111 spectating equine activity at his own risk. Releasor hereby **RELEASES** and **WAIVES** all rights which he may have or hereafter have against Sponsors all their officials, employees, or agents for death, personal injury or property damage (including equine itself which is in anyway associated with the risks and he does hereby waive his right to sue or to bring any action against any of the Sponsors in connection therewith. He further agrees that if any action is brought against any of the Sponsors, that Releasor will pay any and all attorneys fees and costs fees incurred by the Sponsor, agent, and/ or employee in defending the action. Releasor agrees to indemnify and defend Sponsors from and shall hold each of them harmless against any such suit or action.

5. This Release shall remain valid and in full force and effect from the date executed until expressly revoked by the Releasor in a written notice delivered or mailed, to ROCKN K, INC. (or if the corporation is dissolved to Michael and Victoria Kopec, 428 E. Washington Street, Highland Springs, Virginia) with proof of receipt by the appropriate party.

6. If this agreement is executed on behalf of a minor participant, the Releasor hereby warrants and represents that he is in fact the parent, legal guardian, or custodian of such minor with full rights of custody and control with the authority to sign this release; that this release is given on behalf of and is intended to be binding upon said minor participant and the heirs, personal representatives, successors and assigns of any participant; and the Releasor further agrees that this agreement shall also be as fully binding on the Releasor as if it were entered into solely on his own behalf.

7. I have fully read and fully understand the foregoing release and waiver and I do hereby enter into the same knowingly, freely and voluntarily and with the understanding that Sponsors are relying upon the statements made herein in permitting participation in the equine activity.

8. As used in this release, the male gender shall include the female and the neuter, the singular shall include the plural, and vice versa. If any provision of this Agreement is found to be invalid or unenforceable, then all other provisions shall nevertheless remain in full force and effect. This Agreement shall be governed by the laws of the State of Virginia.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Participant/Parent or Guardian of Minor Participant  
Driver's License No: \_\_\_\_\_ DOB: \_\_\_\_\_

STATE OF VIRGINIA  
CITY/COUNTY of \_\_\_\_\_ to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**"WEARING A HELMET AT ALL TIMES IS STRONGLY RECOMMENDED"**