

Fix-A-Test Clinic, March 16 and 17th, 2012 with Nancy Lowey

RELEASE, ASSUMPTION OF RISK, WAIVER, AND INDEMNIFICATION.

This document waives important legal rights. Read it carefully before signing.

The undersigned AGREES that he/she or their son/daughter chooses to participate voluntarily as a spectator at the equine activities at this VADA of Charlottesville, Inc. (hereinafter "VADA-CH") sponsored clinic at Toad Hollow Farm (hereinafter "Farm"). In consideration of my/my daughter's/son's attendance as a spectator at the equine activities sponsored by VADA-CH at Farm, I hereby release and waive my rights and the rights of any of my insurers by subrogation to sue VADA-CH, its board members and officers and volunteers, and the Farm and Farm's owners, employees, agents, and/or representatives for any loss, damage, injury, or death to person or property sustained by me/my daughter/son in equine activities by any cause whatsoever, including the intrinsic dangers of equine activity, such as, but not limited to: (1) the propensity of an equine to behave in dangerous ways that may result in injury or death to a participant or bystander or damage to property; (2) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; (3) hazards of surface or subsurface conditions, whether known or unknown; (4) the experience level of any participant in equine activities at Farm; (5) a known or unknown health condition of any participant in such equine activities; and (6) the condition and age of the equipment or tack. I assume all the foregoing risks and any other dangers intrinsic to equine activities and accept complete responsibility for making any and all examinations or inspections relating to those risks and any other potential risks of recreational activities, and I agree and understand that VADA-CH and Farm shall have no responsibility whatsoever to make any such examinations or inspections. I further assume all risk of, and agree to hold harmless Farm and its owners, employees, representatives, or agents, or on the part of any other person with regard to such equine activities. If I am a parent or guardian of a participant in equine activities sponsored by VADA-CH at Farm, I consent to the child's participation and **AGREE** to all of the above provisions and **AGREE** to assume all of the obligations of this Release on the child's behalf.

I acknowledge that I have read the following language from the Code of Virginia relating to limited liability on equine activities which reads:

§ 3.2-6202 Liability Limited, Liability Actions Prohibited

- A. Except as provided in § 3.2-6203, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in § 3.2-6203, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.
- B. Except as provided in § 3.2-6203, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks specifically enumerated under this subsection may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

I hereby certify that the foregoing statements and representations are being made by me knowingly, freely, and voluntarily, and I understand that VADA-CH, and Farm are expressly relying upon the foregoing statements and representations in permitting my/my child's participation in any equine activities.

Signature _____ * **Date:** _____ *

Participant, Riders, Owner's, Agent's Signature (Parent/Guardian signature required if participant is under age 18)

PRINT:

Name of Participant, Etc _____ *

Street Address _____ *

City _____ State _____ Zip _____ *

Telephone (____) _____ *