

RELEASE AND WAIVER OF LIABILITY

Melyni J. Worth T/A Cedar Creek Stables

I am aware that horseback riding and other equine activities are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse(s) or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well trained, are often unpredictable and are often difficult to control.

With this waiver I accept notice of the provisions of the Equine Activity Liability Act 3.1-796.130 through 3.0-796.133 of the Code of Virginia, 1950, which state in part: "(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. Furthermore, with this waiver, I expressly assume the risk of injury or death due to negligence by Melyni J. Worth, trading as Cedar Creek Stables, managers, employees or agents for my own safety or for the safety of my minor child.

With the knowledge of the foregoing, and as an inducement for Cedar Creek Stables to allow me to ride or participate in competitions or clinics on their property, I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against the Cedar Creek Stables, their employees and participants, arising from any damages, injury, or death which I might sustain or which might occur to any horses. I further agree to indemnify and hold harmless all of the foregoing from any claims which I might make or which might be made on my behalf by others or which might be made against me by others, arising from riding on Cedar Creek Stables property. Furthermore, I agree to indemnify Melyni J. Worth, trading as Cedar Creek Stables, its employees, or participants, for any injury, death, loss, or damage to any personal property which might occur during an equine activity as defined by 3.1-796.130 of the Code of Virginia, 1950, as amended.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST MELYNI J. WORTH, TRADING AS CEDAR CREEK STABLES, AND PARTICIPANTS, OR EMPLOYEES, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS MELYNI J. WORTH, TRADING AS CEDAR CREEK STABLES AND EMPLOYEES, FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED, IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

Signature (parent if under 18)

Address _____ Date _____

Phone _____ Email _____