

Four Oaks Farm Equine Release, Waiver and Indemnity Agreement

The undersigned participant and his or her parent or legal guardian, if the participant is under the age of 18 years, does/do hereby execute this release, waiver and indemnification for himself or herself/themselves and his or her/their heirs, successors, representatives, and assigns and, thereby, agree(s) and represents as follows:

To release Four Oaks Farm, its members, employees, agent, representatives, subsidiary corporations, and those governmental agencies and other organizations affiliated with this activity from any and all liability, loss, damage, costs, claims, and/or causes of action, including, but not limited to, all bodily injuries and property damage arising out of participation in the activity, it being specifically understood that said activity includes the handling of equine by the undersigned participant. The undersigned person(s) further agree(s) to indemnify Four Oaks Farm, its employees, agents, representatives and volunteers otherwise affiliated with this project, and hold them harmless for any liability, loss, damage, costs, claim judgment, or settlement which may be brought or entered against them as a result of the undersigned person's participation in said activity.

Furthermore, if involved in equine activities pursuant to Section 3.1-796.132 of the Code of Virginia, the undersigned(s) execute(s) this waiver of the undersigned(s) rights to sue and agree(s) to assume all risks inherent in equine activities and have notice of all the risks inherent in equine activities including (i) the propensity of equine to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict an animal's reaction to sound, moments, objects, persons, or other animals; and (iii) hazards of surface or subsurface conditions.

This waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor. The revocation shall be in writing, which shall be delivered to the provider and shall become effective thirty (30) days after delivery to the provider.

In the case of classes, clinics, and programs sponsored by Four Oaks Farm, waivers executed by a participant or parent or guardian of a participant shall apply to all equine activities in which the participant is involved in the next succeeding twelve (12) month period unless earlier expressly revoked in writing. The revocation shall become effective thirty (30) days after it is delivered to the provider.

The undersigned(s) should maintain all medical and health insurance needed to cover all risks of any kind in any place in livestock, equine, and/or other activities.

I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as possible as permitted under the law of the Commonwealth of Virginia as pursuant to the EQUINE ACTIVITY LIABILITY ACT, title 3:1 under chapter 27.5, including all, but not limited to, Sections 3:1-796.130 through 3:1-796.133 of the Code of Virginia as amended.

I, the undersigned participant, have knowingly executed this waiver of my rights to sue and agree to assume all risks and costs of any damages.

Printed Name of Participant: _____

Signature of Participant

Signature of Parent or Guardian
(If Participant is under 18 years)

Date