

Grand View Lake Farm, LLC.
Steve & Karen Watson

Equine Activity Liability Release
Waiver of Right to Sue and Assumption of Risks

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of Risks Agreement (“the Agreement”) is given pursuant to the Virginia Equine Activity Liability Act (Code of Virginia sec. 3.1-796.130 *et seq*) by the undersigned to Grand View Lake Farm LLC, and/or Steve & Karen Watson and to any trainer, agent, employee, successor and assign of Grand View Lake Farm, LLC as an equine activity sponsor and/or equine professional.

In exchange for the opportunity to participate in equine activities on the property of Grand View Lake Farm, LLC, and/or Steve & Karen Watson, conducted by the owners, employees, trainers or agents, or for the use of a horse owned by Grand View Lake Farm, LLC, or others, I hereby agree as follows:

- _____ 1. I understand that all horses, even those that are known to have quiet and gentle dispositions and to usually be safe and well behaved, are unpredictable animals, and that handling and simply being around horses, taking riding lessons, trail riding, schooling and training horses, and all activities conducted around horses are potentially dangerous activities that could result in death or serious injury to me or my horse and my property. Those risks include, but are in no way limited to: (i) being kicked, bitten, stepped on, run over, run into, or bumped by a horse; (ii) falling off the horse or being thrown off the horse; (iii) a properly tightened saddle slipping or properly maintained tack breaking; (iv) the horse bucking, rearing, stumbling, falling, slipping or suddenly stopping, (v) the horse running off, running through a fence, jumping over a fence or other obstacle; and (vi) the horse running into a person, another horse or a stationary object. I hereby acknowledge that I understand and voluntarily assume all the risks associated with horse and wish to participate in horse related activities at the Grand View Lake Farm property, with the Watson’s, or their employees, trainers or agents, or with a horse owned, leased or boarded by Grand View Farm, regardless of the hazards.
- _____ 2. I understand that equine related activities pose certain inherent risks of personal injury or death to me and my horse and damage to my property. I understand that these risks include but are not limited to: (i) the propensity of an equine to behave in dangerous ways which may result in injury to me; (ii) the inability of any person to predict an equine’s reaction to sound, movements, objects, persons, or animals, and (iii) hazards of surface or subsurface conditions both observable and unobservable; (iv) collisions with other animals or objects; and (v) the potential of 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.
- _____ 3. I understand that pursuant to the Code of Virginia, Section 3.1-796.133(2), I may waive my right to sue Grand View Lake Farm, LLC and/or Steve & Karen Watson or any of their employees, trainers or agents for an act or omission of ordinary negligence committed before that act or omission occurs. Therefore, I agree that neither I nor any of my heirs, guardians or legal representatives will bring any suit against Grand View Lake Farm, LLC and/or Steve & Karen Watson, or any trainer, employee or agent of theirs for any act or omission of ordinary negligence they, their trainers, agents, or employees may commit in conducting any equine activity. However, I am not waiving my right to bring a claim for an intentional act or an act of gross negligence or willful and wanton misconduct, by which I am injured.

- ____ 4. If I execute this Agreement for or on behalf of a minor named below, my signature on this Agreement is my representation and warranty that I am in fact the legal parent or guardian of such minor, with full rights of custody and control; that the Agreement is given on behalf of and is intended to be binding upon said minor, as well as his/her other parent, heirs, estate, personal representatives, successors and assigns, I further agree that this Agreement shall be as fully binding on me as if I were entering into it solely on my own behalf.
- ____ 5. I hereby authorize and consent to any emergency medical care for me and/or, if applicable, the minor for whom I am signing this Agreement which care may at the time appear reasonable and appropriate under the circumstances as a result of injury or sickness incurred in the course of an equine activity.
- ____ 6. I understand and agree that helmets can prevent some types of serious head, neck and spinal cord injury and that ASTM approved helmets must be worn at all times when mounted. It is strongly recommended that helmets be worn at all times when around or while handling horses.
- ____ 7 In consideration for the equine related services or the use of a horse provided to me by Grand View Lake Farm LLC and /or Steve & Karen Watson, I hereby release and waive all rights which I may now or hereafter have against Grand View Lake Farm LLC, and/or Steve & Karen Watson, their Employees, Trainers, Agents, Successors or Assigns for death, personal injury or property damage which is in any way associated with the inherent risks of equine related activities, and/or any act or omission of ordinary negligence as outlined earlier of this Agreement. And I hereby agree to Indemnify and Defend Grand View Lake Farm LLC and/or Steve & Karen Watson, their Employees, Trainers, Agents, Successors or Assigns harmless against any such suit or action including the payment of attorneys fees and other related costs, and I expressly assume all risks and dangers of death and personal injury and property damage which are in any way related to equine activities, conducted by Grand View Lake Farm, LLC and/or Steve & Karen Watson.

I have read and understand this entire agreement and I agree to be bound by it on an ongoing basis until revoked in a signed writing delivered to Grand View Lake Farm, LLC and/or Steve & Karen Watson.

Printed Name of Participant

Signature of Participant

Date

Address & telephone Number of Participant

Insurance Carrier _____ Policy # _____

Signature of Parent or legal guardian if Participant is a minor

Date