
EQUINE ASSOCIATES, LLC

EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement (the "Agreement") is entered into by the undersigned in favor of Jontelle Forbus, Equine Associates, LLC, and their respective owners, officers, members, employees and agents, where Equestrian Activities take place and the owners of any horses I ride (collectively the "Released Parties" and each a "Released Party"). In consideration for my being permitted to participate in Equestrian Activities, including but not limited to; riding, training, longeing, driving, participating in instruction and/or clinics, competing, boarding, assisting veterinarians or farriers, grooming and handling horses or observing others doing any of the above activities ("Equestrian Activities") with Jontelle Forbus and/or Equine Associates LLC, whether at my horses's usual stable, at the stable of the Released Parties or at equestrian related events, with or without supervision, I acknowledge and agree as follows;

- 1) Dangerous Activity: I acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I recognize that even the best trained horses can and often do react rapidly an in unpredictable was to a variety of stimuli and even for no apparent reason at all. I understand that neither my horse's actions, nor the actions of any other person or animal can necessarily be controlled and that my safety and that of my horses and other property cannot be guaranteed while participating in Equestrian Activities. I understand that there is risk of serious physical harm and nonetheless voluntarily choose to participate in Equestrian Activities.
- 2) Assumption of Risks: Understanding the risks involved, I voluntarily choose to participate in Equestrian Activities and to be around horses, and Expressly Assume the associated risks, including the risk of injury and death, whether caused by the negligence of any of the released parties or any other cause. I accept full and complete responsibility for the safety of myself, any guests or observers accompanying me or present at my invitations, my horses and personal property. Further, I assume the risk of any damage or injury caused by my horses, and indemnify the Released Parties

against any claims for damage to persons or property caused by my horse, whether or not the horse is under my control at the time.

- 3) Unpredictability of Cause, Personal Responsibility: I understand that injuries and harm may result from working with and around horses from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my responsibility to control any horse I am handling or riding to the extent possible, even during instructions, and regardless of the acts of other humans or animals, and to act in a responsible manner to ensure to the extent possible my own safety and that of others.
- 4) Personal Property: I agree that I am responsible for the security of my own personal property, including horses, tack and equipment, and any personal effects, and that the Released Parties cannot guaranty the security of my property. Should I leave any personal property in the custody of the Released Parties, I do so at my own risk. None of the Released Parties shall have any liability to me in the event of loss, damage, unauthorized use by any person or theft of any such property. I acknowledge that I need to purchase sufficient insurance to cover my own property, horses and other interests.
- 5) Release and Waiver of Claims: On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTIONS AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE DESTRUCTIONS OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY PARTICIPATIONS IN EQUESTRIAN ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that other in this section 5 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.
- 6) Promise Not to Bring Suit: I hereby agree that I, my heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of

them, either in my or their own name, for any loss or damage arising or resulting directly or indirectly from my participations in Equestrian Activities or my presence at the Released Parties' premises.

- 7) Hold Harmless: I agree to hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, from my participation in Equestrian Activities or from any horses owned by me or in my control.
- 8) Invitees: I agree that I will not permit any person other than the Released Parties to ride or handle my horses or any other horse at a premises of the Released Parties unless such person has the express permission of Jontelle L.L. Forbus and has executed and delivered to her a signed copy of this Agreement. I agree that damage to the Released parties that may arise from a breach of my agreement under this Section 8 include a) liabilities and costs arising from claims that would have been released or waived had my invitee executed the required document(s), and b) the costs and expenses of defending any such claims. I agree to indemnify, defend, and hold harmless each of the Released Parties from and against all such liabilities, costs and expenses. Further I assume all risk of damage or injury to my invitees while they are my guests at the premises of any Released Party, and indemnify the Released Parties against any claims for damages or injury suffered by my invitees.
- 9) Unforeseeable Events: I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer as a result of my participation in Equestrian Activities may not be entirely foreseeable. I do realize that the extent of loss possible includes serious bodily injury or even death, and damage to or total destructions or loss of any property I may leave in the custody of the Released Parties or have with me at Equestrian Activities. With regard to injury or damage resulting from my participation in Equestrian Activities, it is foreseeable that I may suffer serious damage or injury, or even death.
- 10) Virginia Law, Jurisdiction: The terms of the Agreement shall be governed by and interpreted according to the law of the State of Virginia, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. I further understand that the terms of this Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement mean that I am waiving certain important rights that I might otherwise have under the law.

11) Severability: I agree that this document is intended to be as broad and inclusive as is permitted by Virginia law. If any portions of this Agreement is determined to be invalid, illegal or unenforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

12) Representations and Warranties: I hereby warrant that:

a) I have voluntarily executed this agreement of my own free will, without duress or pressure from any person.

b) I understand and acknowledge that by signing this agreement I am giving up certain legal rights, including the right to recover damages in case of injury, death or property damage. I understand that this document is a promise not to sue and a release and indemnification for all claims.

c) I have read this entire agreement carefully, and fully understand all of its terms and conditions. My signature below and my initials on the above pages are acknowledgment that I have had an opportunity to carefully read the entire agreement and to have any questions answered to my satisfaction.

Signed: _____ Name: _____

Date: _____ Address: _____

Phone Number: _____