

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted by the Paul T. Vesely, LLC. d/b/a Anna Valley Farm, to participate in Equine Activity, to trespass on property either owned or used by Paul T. Vesely LLC and, from time to time, to operate machinery on the property, either owned by Paul T. Vesely LLC, by me or by anyone else, the undersigned, as Participant, executes this Waiver and Release of Liability and Indemnity Agreement and hereby agrees as follows:

I am aware of the risks of injury and death inherent in Equine Activity and acknowledge that I have read the notice attached to this Agreement, which Notice is incorporated in and made a part of the Agreement by this reference. I hereby expressly assume all risk associated with all such Equine Activity. I hereby release, waive and discharge the Paul T. Vesely LLC, its officers, members, directors, employees, all other persons or entities acting on its behalf, and any landowners allowing the Paul T. Vesely LLC, to use their land for Equine Activity from all liability to them, their associates, spouses, legal representatives, heirs, successors, and assigns (collectively called "Host"), for any and all loss, injury or damage, and any and all claims therefor, on account of injury to my person or property, or for my death while I am engaged in any Equine Activity. I hereby waive my right and the right of my estate (or revocable trust, as the case may be) to sue Host on account of injury to my person or property, or my death while I am engaged in Equine Activity.

By affixing my signature below, I hereby indemnify and agree to hold harmless Host and each of them individually from any loss, liability, damage or cost they may incur due to my presence in, upon, or around property owned or being used by the Paul T. Vesely LLC, for the purpose of Equine Activity, or due to my participation in such Equine Activity, regardless of where such participation may occur. This Release is governed by and shall be construed in accordance with Virginia law. For the purposes of this Release, the terms "Equine Activity," "Participant," and "Equine" shall be as defined in the Equine Activity Liability Act, Sections 3.1-796.130 through 3.1-796.133 of the Code of Virginia (the "Act"). I expressly agree that this Release is intended to be as broad and inclusive as permitted by the Act, and any other relevant provision of Virginia law, and that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Signature: _____(SEAL) Date:_____

Printed Name:_____

If a Minor, Signature of Legal Guardian:_____

Printed Name of Minor and Legal Guardian:_____

NOTICE

The undersigned is hereby notified that Equine Activity, as defined in the Equine Activity Liability Act, involves risks of injury or death. Such risks include, but are not limited to, the following:

- (i) the propensity of Equines to behave in dangerous ways which may result in injury to me or cause my death:
- (ii) the inability to predict an Equine's reaction to sound, movements, objects, persons or animals; and
- (iii) the hazards of surface or subsurface conditions which may affect Equines and Participants in Equine Activity. Examples of surface or subsurface conditions which may affect Equines and Participants include, but are not limited to, the following:
 - (i) unsatisfactory surface conditions caused by water, ice, snow, mud, or other substances that may affect footing;
 - (ii) holes, ditches, culverts, and other surface irregularities that may or may not be apparent to Equines, or Participants;
 - (iii) subsurface conditions such as animal burrows that may cause the soil to provide inadequate support;
 - (iv) fallen trees, branches, building materials, and other debris that may or may not be apparent to Equines or Participants;
 - (v) fence posts, gates, branches, and other similar obstructions that may affect Equines or Participants;
 - (vi) obstacles (natural or man-made) being used as part of an Equine-related competition; and
 - (vii) any other surface or subsurface condition that may or may not be apparent to Equines or Participants and that may affect Equines and Participants.

The foregoing list is not exhaustive and is intended only to illustrate some of the hazards that may be presented by surface and subsurface conditions.

I have read the foregoing notice which is incorporated in and made a part of the Waiver and Release of Liability and Indemnity Agreement, and I am aware of Va. Code Ann. § 3.1-796.130 (1994), et. seq. A copy of the code will be provided to me upon request.

CODE OF VIRGINIA

TITLE 3.1. AGRICULTURE, HORTICULTURE AND FOOD
CHAPTER 27.5. EQUINE ACTIVITY LIABILITY ACT

Va. Code Ann. § 3.1-796.130 (1994)

§ 3.1-796.130. Definitions

As used in this chapter, unless the context requires a different meaning:

"Directly engages in an equine activity" means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, but does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.

"Equine" means a horse, pony, mule, donkey, or hinny.

"Equine activity" means (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

"Equine activity sponsor" means any person or his agent who, for profit or not for profit sponsors, organizes, or provides the facilities for an equine activity, including but not limited to pony clubs, 4-H clubs, hunt clubs, riding clubs, school- and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, ponyride strings, fairs, and arenas at which the activity is held.

"Equine professional" means a person or his agent engaged for compensation in (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or (ii) renting equipment or tack to a participant.

"Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 3.1-796.131. Horse racing excluded

The provisions of this chapter shall not apply to horse racing, as that term is defined by § 59.1-365.

§ 3.1-796.132. Liability limited; liability actions prohibited

A. Except as provided in § 3.1-796.133, an equine activity sponsor or an equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity.

B. Except as provided in § 3.1-796.133, 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 risks inherent in equine activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and (iii) hazards of surface or subsurface conditions. The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor. In the case of school and college sponsored classes and programs, 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 month period unless earlier expressly revoked in writing.

§ 3.1-796.133. Liability of equine activity sponsors, equine professionals

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional who:

1. Intentionally injures the participant;
2. Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of § 3.1-796.132; or
3. Knowingly provides faulty equipment or tack and such equipment or tack causes the injury or death of the participant.

HISTORY: 1991, c. 358.