

HORSE RIDING AGREEMENT AND RELEASE

Hoppin Fox Equestrian Center, LC
62 Pine Top Road
Ft. Defiance, Virginia

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. HFEC DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE.

This form must be completed by and for each participant.

The term "premises owners" shall refer to Fred McDavid and Mary Lee Pemberton. The term "stable" shall refer to Hoppin Fox Equestrian Center, (HFEC). The term "rider" OR "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground to include the registered rider. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

A. REGISTRATION OF RIDERS AND SCOPE-- I, the following individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding at Hoppin Fox Equestrian Center, LC, and that this RIDER will ride his/her own horse or one borrowed or leased by RIDER'S own arrangement today and on all future dates:

RIDER NAME & AGE (if under 21): _____

B. AGREEMENT, APPLICABLE LAW AND SEVERABILITY: This agreement constitutes the entire agreement between the parties and shall become effective once signed by all parties. This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives. This agreement shall not be modified except in writing signed by all parties. The terms of this agreement are governed by Virginia law. If any provision of this agreement shall be invalid, illegal, or unenforceable to any extent, the remaining provisions shall remain in full force and effect.

C. INTRINSIC DANGERS OF EQUINE ACTIVITIES – HORSEBACK RIDING IS CLASSIFIED AS RUGGED ADVENTURE RECREATION SPORT ACTIVITY, AND THERE ARE NUMEROUS OBVIOUS AND NON-OBVIOUS INHERENT RISKS ALWAYS PRESENT IN SUCH ACTIVITY IN SPITE OF ALL SAFETY PRECAUTIONS. NO HORSE IS A COMPLETELY SAFE HORSE. HORSES ARE 5-15 TIMES LARGER, 20-40 TIMES MORE POWERFUL, AND 2-4 FASTER THAN A HUMAN. IF A RIDER FALLS FROM HORSE TO GROUND IT WILL GENERALLY BE AT A DISTANCE OF 3 ½-5 ½ FEET, AND THE IMPACT MAY RESULT IN INJURY OR DEATH OF RIDER AND/OR HORSE. HORSEBACK RIDING IS THE ONLY SPORT WHERE ONE MUCH SMALLER, WEAKER PREDATOR ANIMAL, THE HUMAN, TRIES TO CONTROL AND BECOME ONE UNIT OF MOVEMENT WITH ANOTHER MUCH LARGER, STRONGER SPRY ANIMAL, THE HORSE, WITH HAVING A LIMITED UNDERSTANDING OF ONE ANOTHER. IF A HORSE IS FRIGHTENED OR PROVOKED, IT MAY DIVERT FROM ITS TRAINING AND ACT ACCORDING TO ITS NATURAL SURVIVAL INSTINCTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO STOPPING SHORT, CHANGING SPEED OR DIRECTION AT WILL, SHIFTING FROM SIDE TO SIDE, BUCKING, KICKING, REARING, BACKING, OR RUNNING FROM DANGER.

D. RIDER RESPONSIBILITY – Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. RIDER is obligated to

follow and carry out instructions of the trainer and to follow all policies and procedures of the stable. The RIDER shall be responsible for his/her own safety.

E. CONDITIONS OF NATURE – Hoppin Fox Equestrian Center, LC is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of door groomed or wild land which is subject to constant change in condition according to weather,

temperature, and natural and man-made changes in landscape.

F. INPSECTION OF PREMISES – RIDER has inspected Hoppin Fox Equestrian Center, LC facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER’S intended purpose, usage and presence upon the Hoppin Fox Equestrian Center, LC premises.

G. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE – Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages.

H. PROTECTIVE HEADGEAR WARNING – I agree that for myself and behalf of my child and or legal guardian having been fully warned by this stable that all RIDERS must wear protective head gear which must meet or exceed the quality standards of SEI certified ASTM standard F 1163 Equestrian helmet, while riding and being near horses and I do understand that the wearing of such headgear may reduce severity of some of the wearer’s head injuries and possibly prevent the death from happening as a result of a fall or other occurrences. HELMETS ARE MANDATORY and NON-NEGOTIBLE. ANY PERSONS THAT ARE SEEN WITHOUT WILL BE EVICTED.

I. LIABILITY RELEASE-- The premises owners and stable shall not be liable for any injury to or death of owner or other participant resulting from the intrinsic dangers of equine activities and, except as provided in Va. Code Ann. §3.2-6203, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from the stable, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

After receiving notice of the intrinsic dangers of equine activities as herein described and as set forth in Va. Code Ann. §3.2-6202, I hereby waive my right to sue and hereby assume the risks specifically enumerated in this agreement and in Va. Code Ann. §3.2-6202. The waiver shall remain valid unless expressly revoked in writing.

I do agree to hold harmless and release premises owners, and the stable and its owners, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations, insurers, and others acting on this stable’s behalf (hereinafter collectively referred to as “associates”), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to this stables and/or it’s associates acts or omissions, including all claims for economic losses due to bodily injury, death, property damage and injury to, or loss by death, or the boarded animal(s), and or sustained by me legal ward in relation to the premises and operation of this stable, whether occurring on the premises or in some other location.

All Riders and Parents or Legal Guardians must sign below after reading this entire document: SIGNER STATEMENT

OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

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SIGNATURE OF RIDER (Parent must sign for rider 17 & under.)

PARENT, or GUARDIAN (Please print)

DATE _____

Address in full: _____

Home Phone #: _____ Bus. Phone #: _____