

Equine Activity Liability Release, Waiver of Right to Sue And Assumption of All Risks

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement (“this Agreement”) is hereby given by the undersigned to **Oakdale Farm L.L.C.** equine activity sponsors and/or equine activity professionals (in each case, the “sponsor”) and to the sponsor as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted (“owner”) and each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the sponsor and of each owner (who shall be included within the words “sponsor” or “owner” as their relationships may determine). This agreement, without limiting this general definition of “owner” the undersigned acknowledge and agree that “owner” shall include Theresa w. Adcock, provides as follows:

In consideration for the opportunities provided by the sponsor and owners to the undersigned, including any minor in whose behalf the undersigned signs this Agreement (the “participant”), for the enjoyment of equine activities as participant, the undersigned, including any minor participant for whom he signs this Agreement, hereby agrees as follows:

This Agreement is given in part under the **Virginia Equine Activity Liability Act (Code of Virginia Section 3.1-796.130 et seq.)** as it may now provide or be hereafter amended (the “Act”). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the sponsor the fullest protection of a release, waiver of right to sue and assumption of all risks that is afforded to the sponsor by the Act and by general law.

All pronouns shall be construed to include the masculine, feminine or neuter as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.

The participant hereby acknowledges that he has full and complete notice and understanding of the Act and of all the risks inherent in equine activities that may cause, contribute to or result in the death or personal injury of the participant or damage to the participant’s property (the “Risks”). These risks include, but are not limited to:

- (i) the propensity of an equine to behave in dangerous ways or to trip and/or fall;
- (ii) the inability of anyone whomsoever to predict or foresee an equine’s reaction to excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, reptiles, birds or insects, and the effects of such reactions;
- (iii) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under or protruding from the surface both latent and patent;

- (iv) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, bodies of water, debris and obstacles, and any equine activity in connection therewith, may foreseeably or unforeseeably present;
- (v) the dangers and risks of tack or harness slipping or breaking for whatever reason;
- (vi) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity;
- (vii) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason;
- (viii) the dangers of being struck by an equine, by rider or by a hound;
- (ix) any negligent act or omission by the sponsor or any owner which causes or results in the death or personal injury of the participant or damage to the participant's property; and
- (x) all other risks associated with fox hunting, horseback riding, and related activities.

The participant hereby **releases and waives all rights** which he may have or hereafter have against the sponsor and each owner for death, personal injury or property damage which is in any way associated with the Risks; he does **hereby waive his right to sue** or to bring any action against the sponsor or any owner in connection therewith; he agrees **to indemnify and defend** the sponsor and each owner from and **to hold the sponsor and each owner harmless** against any such suit or action; including reimbursement of legal fees associated with the defense of any claim, and he hereby expressly **assumes all risks and dangers** of death, personal injury and property damage that are in any way associated with the Risks enumerated above.

The participant hereby authorizes and consents to any emergency medical care that may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.

This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the undersigned until expressly revoked by the undersigned in a written notice personally delivered to the sponsor.

To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of the Agreement shall continue in full force and effect.

If this Agreement is executed by the undersigned for and on behalf of a minor participant named below, the undersigned hereby warrants and represents that he is in fact the parent or legal guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns; and the undersigned further agrees that this Agreement shall also be as fully binding on the undersigned as if it were entered into solely on his own behalf.

This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant and the undersigned.

The undersigned has fully read and fully understands the foregoing equine liability release, waiver of right to sue and assumption of all risks, has consulted and relied upon his own advisors on all questions in connection therewith, and has not relied upon the sponsor or any owner for any advice or explanation in connection therewith.

Participant:

Print Name

Signature

Date

Minor Participant:

Print Name

For Minors under 18 years of age, both parents and all legal guardians must sign:

(Signature of Parent or Legal Guardian)

Date

(Signature of Parent or Legal Guardian)

Date