

## RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

The undersigned participant, and his or her parent or legal guardian if the participant is under the age of 18 years old, is aware that equine activities in which the participant may directly or indirectly engage, whether mounted or un-mounted, to include but not be limited to: horseback riding, training, driving, jumping or otherwise being a passenger upon an equine; and also handling, leading, grooming and otherwise attending to the equine, are activities and events which pose potentially **serious risks of injuries or death** to the participants. I understand that the participant may be injured or die as a result of the participant's negligence, the negligence of others, or through no fault of the participant or anyone else but because of the nature of the activity in which the participant is going to be engaged. I also understand that horses, even the most well-trained, are unpredictable and may be difficult to control.

With this waiver, I accept notice of the provisions of the Equine Activity Liability Act, **Sections 3.2-6200 through 3.2-6203 of the Code of Virginia, 1950, as amended**, which state in part, the intrinsic dangers or conditions that are an integral part of equine activities, including but not limited to (i) the propensity of an equine to behave in ways that may result in injury, harm or death to persons on or around them; (ii) the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a 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. This waiver shall remain valid unless expressly revoked by me, or if a minor, by a parent or guardian, in writing, with receipt acknowledged in writing by an agent/director of the Wings of Hope Ranch.

Furthermore, with this waiver, I expressly assume the risk of injury or death due to the ordinary negligence of the Wings of Hope Ranch, located at 14505 West Patrick Henry Rd, Montpelier, VA 23192 and any and all of its employees, agents, volunteers, and representatives. However, I understand that this release is not intended to prevent or limit liability in the event of gross negligence or willful misconduct by any of the aforementioned parties.

With knowledge of the foregoing, and as an inducement for the participant's ability to participate in equine activities at the Wings of Hope Ranch, I hereby agree to waive and release any and all rights that I or my heirs may have to make a claim against the Wings of Hope Ranch and all its agents, employees, representatives and volunteers, arising from any damages, injury or death which the participant might sustain while engaging in equine activities at the Wings of Hope Ranch. I further agree to indemnify and hold harmless the Wings of Hope Ranch, its agents, representatives and volunteers from any claims which I might make or which might be made on my behalf by others or which might be made against the Wings of Hope Ranch by others, arising from the participant's equine activities at the Wings of Hope Ranch. Furthermore, I agree to indemnify the Wings of Hope Ranch for any injury, death, loss or damage to any personal property when such injury, death, loss or damage arises from the participant's equine activities at the Wings of Hope Ranch or at an event hosted by the Wings of Hope Ranch.

**BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, WAIVING AND RELEASING, ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM AGAINST THE WINGS OF HOPE RANCH AND ANY OF ITS AGENTS, EMPLOYEES, VOLUNTEERS OR REPRESENTATIVES, FOR ANY INJURIES THE PARTICIPANT MIGHT SUSTAIN TO ITS PERSON OR ITS PERSONAL PROPERTY, WHILE HORSEBACK RIDING OR OTHERWISE PARTICIPATING, EITHER DIRECTLY OR INDIRECTLY, MOUNTED OR UNMOUNTED, IN AN EQUINE ACTIVITY AT THE WINGS OF HOPE RANCH, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, THE WINGS OF HOPE RANCH AND ALL OF ITS EMPLOYEES, AGENTS, VOLUNTEERS OR REPRESENTATIVES, FOR INJURIES TO ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE I AM ENGAGED IN EQUINE ACTIVITIES AT THE WINGS OF HOPE RANCH. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THIS HOLD HARMLESS AGREEMENT AND I DO SO KNOWINGLY AND VOLUNTARILY.**

Participant Name (printed): \_\_\_\_\_ Participant Signature: \_\_\_\_\_

Parent/Guardian Name (printed): \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_

Today's Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Participant's Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

**PARENT OR GUARDIAN RELEASE AND WAIVER:** I/We, am/are the parent(s) or guardian of \_\_\_\_\_, a minor, and on the minor's behalf and on my/our own behalf as the parent or guardian of the minor, I/we accept the release and waiver of liability contained within this form as an inducement for allowing my/our child, or this minor, to participate in equine activities which may occur at Wings of Hope Ranch. I/We have carefully read and understand the provisions as stated above, particularly, the **INTRINSIC DANGERS** associated with all equine activities. I/We further authorize emergency medical care which may be necessary. I/We represent and warrant that I/we have the legal authority to give this release.

Parent/Guardian Signature: \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_

If you are not a biological parent of the minor, please provide the court jurisdiction and date where and when you received legal custody:

Court: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_