



## **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 Sprieser Sporthorse, LLC, Lauren E. Sprieser, Clearwater Equestrian Services, LLC, all of which have their principal place of business at 6782 Olinger Road, Marshall, Virginia, their respective members, employees and agents, as well as any clinicians or instructors conducting clinics or training sessions organized by any of them and the owners of any horses I might ride with or at the premises of the Released Parties (collectively the "Released Parties" and each a "Released Party"). In consideration for my being permitted to participate in Equine Activities with the Released Parties, including but not limited to riding, longeing, driving, participating in instruction or clinics, evaluating horses for potential purchase, competing, transporting, boarding, assisting veterinarians or farriers, grooming or otherwise handling equines or observing others doing any of the above activities ("Equine Activities") with or at the premises of the Released Parties, or in events or activities organized or sponsored by any of them, whether at my horse's usual stable or at equine related events sited elsewhere, with or without supervision, I acknowledge and agree as follows:

**1. Dangerous Activity, Assumption of Risks:** I acknowledge that equines can be unpredictable animals and fully realize that there are certain dangers inherent in Equine Activities, including the risks of property damage, personal injury and even death. I recognize that even the best trained equines can and often do react rapidly and in unpredictable ways to a variety of stimuli and even for no apparent reason at all. I understand that neither my actions, nor the actions of any other person or animal can necessarily be controlled, and that my safety and that of my horses and property cannot be guaranteed while participating in Equine Activities. 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 equine I am handling or riding to the best of my ability, even during instruction and regardless of the acts of other humans or animals, and to act in a responsible manner to protect my own safety and that of others.

Understanding the risks involved, I voluntarily choose to participate in Equine Activities and to be around horses, and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH AND PROPERTY DAMAGE OR LOSS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I accept full and complete responsibility for the safety and security of myself, any guests or observers, my horse, and my personal property. Further, I assume the risk of any damage or injury caused by my horse, whether or not the horse is under my control at the time.



**2. Release and Waiver of Claims, Indemnification:** 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 ACTION AND LIABILITIES, IN LAW OR IN EQUITY, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION 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 PARTICIPATION IN EQUINE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this section 2 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

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 for any loss or damage arising or resulting directly or indirectly from my participation in Equine Activities or my presence at the Released Parties' premises. I further agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might result from my participation in Equine Activities or from the action of any equines owned by me or in my control.

**3. Invitees:** I assume all risk of damage or injury to my invitees while they are my guests at Equine Activities or while they are my guest at the premises of any Released Party, and promise to indemnify, defend and hold harmless each of the Released Parties against any claims for damages or injury suffered or caused by my invitees as well as any related costs.

**4. Nature of Claims Waived:** I realize that this Agreement 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 Equine Activities may not be entirely foreseeable. I do realize that the extent of loss possible includes serious bodily injury or even death, and total destruction or loss of any property, including horses and/or ponies, that I may have with me at Equine Activities or leave in the custody of the Released Parties.

**5. Virginia Law, Jurisdiction:** Regardless of where I engage in Equine Activities with the Released Parties or any of them, I acknowledge that the Released Parties are Virginia based businesses and agree that the terms of this Agreement shall be governed by and interpreted according to the law of the Commonwealth of Virginia, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. I understand that pursuant to Virginia Code Annotated, Sections 3.2-6200 through 3.2-6203, the Virginia Equine Activity Act (the "Statute"), ***"[A]n equine activity sponsor, equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and except as provided in Section 3.2-6203, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities."*** I understand that by signing this Agreement I am waiving my rights to recover from the Released Parties for injury, death, property loss or



damage resulting from my participation in Equine Activities. I further understand that the terms of this Agreement are broader in scope than the provisions of the Statute, and that I am waiving certain important rights that I might otherwise have under Virginia law.

**6. Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by Virginia law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

**7. 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 OF AND INDEMNIFICATION FOR ALL CLAIMS.

(c) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW AND MY INITIALS ON THE PAGES ABOVE ARE ACKNOWLEDGMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

Participant Name:

Address:

Telephone Number:

X



# Signature Certificate

Document name: Sprieser Sporthorse | Release of Liability

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