**EQUINE ACTIVITY LIABILITY RELEASE**

**WAIVER OF RIGHT TO SUE**

**AND ASSUMPTION OF ALL RISKS**

**This Equine Activity Liability Release and Waiver of Right to Sue and Assumption of ALL Risks (“Agreement”) executed on date specified below by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Participant”) releases Transitions Stables & Equine Therapy of Virginia Inc, as well as all members of the Toler family who are residents of Virginia. The Participant desires to participate in equine activities and for the due and valuable consideration of being allowed to participate in such agrees to the following:**

1. This Agreement is given under the Virginia Equine Activity Liability Act (Code of Virginia 3.2-6200, 3.2- 6201, 3.2-6202 and 3.2-6203 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. The Agreement shall be so construed as to provide to the sponsor/professional the fullest protection of a release, waiver of right to sue and assumption of all risks which is afforded to the sponsor/professional by the Act. (see attached Act)

2. All pronouns shall be construed to include 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.

3. The participant hereby acknowledges that he has fulland complete notice and understanding of the Act and of all the risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property (the "Risks") including, but 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, movement, objects, 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 or other obstacles and debris, in any equine activity in connection therewith that may foreseeably or unforeseeably be 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 vehicle, used in an equine activity for any reason whatsoever or for no identifiable reason and (viii) any negligent act or omission by the sponsor/professional or any owner, which causes or results in the death or personal injury of the participant or damage to the participant's property.

4. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against the sponsor/professional 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 bring any action against the sponsor/professional or any owner in connection therewith; he agrees to INDEMNIFY and DEFEND the sponsor/professional and each owner from and to HOLD the sponsor/professional and each owner HARMLESS against any such suit or action; and he hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the RISKS enunciated in paragraph 3, above.

5. The participant hereby authorizes, consents and agrees to be financially liable for any emergency medical care which 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.

6. This Agreement shall remain valid and in full force and effect from and after the date preceding the signature of the participant, until expressly revoked by the participant in a written notice personally delivered to the sponsor/professional.

7. 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 this Agreement shall continue in full force and effect.

8. If this Agreement is executed by the undersigned participant for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he is in fact the legal parent or 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 participant further agrees that this Agreement shall also be as fully binding on the undersigned participant as if it were entered into solely on his own behalf.

1. This Agreement shall be binding upon the heirs, personal representatives, successors and

assigns of the Participant.

10. I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING **EQUINE** **LIABILITY RELEASE WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS**. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

By signing below, I express my understanding and intent to enter this Equine Activity Liability Release and Waiver of Right to Sue and Assumption of All Risks willingly and voluntarily.

Date Print Name of Participant

Print Name (Legal Parent or Guardian if Participant is a Minor)

Signature of Participant or Legal Guardian Witness

[If Participant is under the age of 18, a parent or guardian MUST sign]

[***Va. Code Ann. § 3.2-6200***](http://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5KDX-T1M0-004G-J174-00000-00&context=)

**§ 3.2-6200. Definitions**

As used in this chapter, unless the context requires a different meaning:  
*"Engages in an equine activity"* means: (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity.

*"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 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; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoof care, including placing or replacing horseshoes or hoof trimming of an equine; and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

*"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 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 stables, clubhouses, pony ride strings, fairs, and arenas where 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.

*"Intrinsic dangers of equine activities"* means those dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines 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 such things as sounds, sudden movement, 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.

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

# [*Va. Code Ann. § 3.2-6201*](http://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5KDX-T1M0-004G-J175-00000-00&context=)

**§ 3.2-6201. Horse racing excluded**

The provisions of this chapter shall not apply to horse racing, as that term is defined by [*§ 59.1-365*](http://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5KDX-T0P0-004G-J4F1-00000-00&context=).

[***Va. Code Ann. § 3.2-6202***](http://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5KDX-T1M0-004G-J176-00000-00&context=)

**§ 3.2-6202. Liability limited; liability actions prohibited**

1. Except as provided in [*§ 3.2-6203*](http://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5KDX-T1M0-004G-J177-00000-00&context=), an equine activity sponsor, an 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 [*§ 3.2-6203*](http://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5KDX-T1M0-004G-J177-00000-00&context=), 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.
2. Except as provided in [*§ 3.2-6203*](http://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5KDX-T1M0-004G-J177-00000-00&context=), 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 intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

[***Va. Code Ann. § 3.2-6203***](http://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5KDX-T1M0-004G-J177-00000-00&context=)

**§ 3.2-6203. 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 or any other person 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 [*§ 3.2-6202*](http://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5KDX-T1M0-004G-J176-00000-00&context=); or
3. Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.