

2020 VIRGINIA FALL RACES
2020 THE THEODORA A. RANDOLPH FIELD HUNTER CHAMPIONSHIPS
REPRESENTATION, ASSUMPTION OF RISK, AND RELEASE AGREEMENT
ADULTS AND MINORS (Under 18 Parents or Legal Guardian must sign)

I, the undersigned contestant request permission to participate and engage in cross-country horseback riding activities, fox hunting and other equine activities with or sponsored by The Virginia Fall Races / Field Hunter Championship, Warrenton Hunt, Blue Ridge Hunt, Orange County Hounds, Old Dominion Hunt (hereinafter, VFR/FHC). I fully understand and acknowledge that cross-country horseback riding, fox hunting and other equine activities are dangerous and that despite all safety precautions there are many obvious and subtle risks and intrinsic dangers always present in them and in pasture, paddock, stable, loading and unloading routines involving equines. I recognize that such risks and intrinsic dangers include, but are not limited to: (i) the propensity of equines to behave in ways which 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; (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; (vi) the fact that equines are creatures of independent action and may act unpredictably at any time with or without a recognizable stimulus; (vii) hazards presented by wildlife, livestock and domestic animals; (viii) latent dangers present in all types of equipment, fencing, obstacles, tools, vehicles and machinery used in equine activities and/or in and around a farm; (ix) the fact that items of saddlery and tack may have weaknesses and flaws; and (x) the fact that there may be a negligent act or omission, whether or not in combination with any of the above risks, by any Master, officer, director, member, employee, volunteer, guest, invitee or agent of VFR/FHC or of any landowner whose property is made available for VFR/FHC activities, as defined below. I understand that such risks and intrinsic dangers may cause, contribute to or result in my serious injury or death, and I hereby assume all such risks and intrinsic dangers, both enumerated and not enumerated, associated with any equine activities in which I may participate which are sponsored by or occur on property owned or made available to VFR/FHC for equine activities. This Release, Waiver and Indemnification Agreement (hereinafter, "Release") shall remain valid unless and until VFR/FHC receives an express written revocation duly executed by the participant or by the parents(s) or guardian(s) of a minor.

Release, Waiver and Indemnification. As part of the consideration for my being permitted to participate and engage in VFR/FHC Activities, I hereby on behalf of myself, my heirs, assigns, guardians and legal representatives, release from liability and waive (give up) any and all rights that I may have to make claim against or to sue (a) VFR/FHC, Masters, officers, directors, members, employees, volunteers, invitees and agents and the trustees of all trusts for the benefit of VFR/FHC, (b) other participants in VFR/FHC Activities, (c) the owners (and their heirs, personal representatives, successors, assigns, members, shareholders, directors, officers, employees, agents, invitees, tenants, trustees and beneficial owners) of property made available for VFR/FHC Activities and/or of all animals involved in VFR/FHC Activities or pastured or boarded on property on which VFR/FHC Activities occur, and (d) all equine activity sponsors involved in VFR/FHC Activities for any kind of injury, including death, to me or my equine or damage to my property arising from any cause (Including gross negligence but not wanton or willful misconduct) and intrinsic dangers occurring during or as a result of my participation in VFR/FHC Activities. In addition, I, my heirs, assigns, guardians and legal representatives shall hold all individuals and entities described in this paragraph (the "Released Parties") harmless from any and all cost or liability resulting from my participation in VFR/FHC Activities.

Virginia Equine Activity Liability and Limitation on landowner Liability. I understand that this Release, Waiver and Indemnification Agreement ("Release") is given under Virginia's Equine Activity Liability Act (Va. Code §§ 3.2-6200 through 3.2-6203, the "Act") and any amendments thereto. All terms defined by the Act shall have the same meaning in this Release, and the Act is hereby incorporated into this Release by reference. This Release shall be constructed so as to satisfy the notice, assumption of risks and waiver requirements of the Act and to provide VFR/FHC, its Masters, officers, directors, members, employees, volunteers, guests, invitees and agents and the trustees of trusts for the benefit of VFR/FHC and all equine activity sponsors involved in VFR/FHC Activities the fullest protection afforded by the Act. Further, this Release shall be in addition to, and not in substitution for, all limitations of liability provided to landowners (as defined herein) by Virginia Code § 29.1-509, which limits a landowner's liability to persons entering upon a landowner's property for recreational purposes.

Protective Headgear Requirement. I have been advised that I should purchase and wear protective headgear (an approved helmet), and that wearing such a helmet while mounting, riding, dismounting and otherwise while being around equines may prevent or reduce the severity of head injuries and even prevent death as the result of a fall or other occurrences. I understand that riding helmets are strictly required at all times while mounted for riders participating in VFR/FHC Activities. In addition, I acknowledge that VFR/FHC recommends that I wear a "flak jacket" while mounted, and I assume full responsibility for my decision on whether to follow VFR/FHC's recommendation in this regard.

Legal Capacity. I am eighteen years old or older and have full legal authority to execute this Release. In case of minor child I am/we are the parent(s) or legal guardian(s) of the minor rider named below and execute this Release and the Certification set forth below in that capacity.

Health Care Authorization. I authorize and consent to any emergency medical care which may at the time appear reasonably appropriate under the circumstances if I am injured or become ill while participating in an VFR/FHC Activity. I also hereby authorize any veterinary arrangements for my equine(s) considered appropriate by an VFR/FHC Master in the event of my injury or illness while participating in an VFR/FHC Activity.

IN CASE OF EMERGENCY.

NOTIFY : _____ TELEPHONE _____

Scope of Release. to the extent possible, this Release shall be construed in such a manner as will render it fully enforceable; but if any provision is found to be unenforceable, such provision (or so much thereof as is found to be unenforceable) shall be deleted and the remainder of this Release shall continue in full force and effect. This Release is executed in _____ County, Virginia and the parties agree that Virginia law shall govern any dispute connected with it.

I HAVE CAREFULLY READ THIS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT AND UNDERSTAND THAT BY SIGNING IT I AM GIVING UP RIGHTS I MAY HAVE NOW OR IN THE FUTURE TO SUE OR MAKE A CLAIM AGAINST VFR/FHC AND THE RELEASED PARTIES AND THAT I AM COMMITTING MYSELF TO HOLD VFR/FHC AND THE RELEASED PARTIES HARMLESS FROM ANY CLAIMS OR DAMAGES RESULTING FROM MY PARTICIPATION OR ENGAGEMENT IN VFR/FHC ACTIVITIES. I AM AWARE THAT THIS IS A BINDING CONTRACT BETWEEN ME AND VFR/FHC AND EACH OF THE RELEASED PARTIES. I HAVE HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT WITH LEGAL COUNSEL OF MY CHOICE, AND I SIGN IT VOLUNTARILY.

IN WITNESS WHEREOF, this instrument is duly executed this day, _____(date)

RIDER:

WITNESS:

Signature

Signature

Printed Name

Printed Name

Address

Address

Telephone

Telephone

IN CASE OF MINOR CHILD :

PARENT(S) or LEGAL GUARDIANS :

Child's Name

Signature

Printed Name

Signature

Printed Name

WARRENTON HUNT, INC.

Notice, Assumption of Risk, Waiver, Release, and Indemnity Agreement

I am aware that horseback riding, foxhunting, showing, trail riding, and racing (equine activities) are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that I or the horse I ride or own may be injured or die as a result of my negligence or the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the best trained, are often both unpredictable and difficult to control.

I HEREBY STATE THAT I HAVE BEEN GIVEN NOTICE PER THE PROVISIONS OF §§3.2-6200, 3.2-6202 and 3.2-6203 OF THE CODE OF VIRGINIA (THE EQUINE LIABILITY ACTIVITY ACT) THAT THERE ARE INHERENT RISKS IN EQUINE ACTIVITIES, INCLUDING BUT NOT LIMITED TO (I) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY OR DEATH TO THE PARTICIPANT, (II) THE INABILITY TO PREDICT AN EQUINE'S REACTION TO SOUND, MOVEMENTS, OBJECTS, PERSONS, OR ANIMALS; AND (III) HAZARDS OF SURFACE OR SUBSURFACE CONDITIONS.

I EXPRESSLY ASSUME ALL THE ABOVE-STATED RISKS AND ALL OTHER RISKS IN CONJUNCTION WITH EQUINE ACTIVITIES SPONSORED IN WHOLE OR IN PART BY WARRENTON HUNT, INC., WHETHER OR NOT THE NEGLIGENCE OF ANY PERSON OR ENTITY MAY BE INVOLVED.

I understand that it is my responsibility while engaged in equine activities to carry appropriate health, medical and, to the extent applicable, personal liability insurance.

With the knowledge of the foregoing, and as an inducement for WARRENTON HUNT, INC. ("WH") to allow me to ride, foxhunt, show, trail ride, race or otherwise participate in equine activities, I hereby agree to waive, release and give up any and all rights that I or my heirs, personal representatives or subrogees may have to make any claim or bring any action against WH, any of its directors, officers, employees, agents, Masters of Foxhounds, staff, subscribers, members, guests and participants, or any landowners or tenants over whose owned or rented land I ride or otherwise travel (whether or not at any time I am aware of the capacity, affiliation or interest of any such person), arising from any injury or death which might be incurred by me or by any horse I ride or own or from damage to any property of mine, in connection with my participation in equine activities sponsored in whole or in part by WH. I further agree to indemnify and hold harmless WH and all of the foregoing persons against and from any and all claims, causes of action, judgments, awards, damages, amounts paid in settlement, losses, costs and expenses, including court costs and attorneys' fees, which I might make, assert or seek or which might be made, asserted or sought on my behalf by others, or which might be made, asserted or sought against me by others, relating to or arising in connection with my participation in any such equine activities.

I HAVE READ AND DO KNOWINGLY EXECUTE THIS DOCUMENT, THE SCOPE OF WHICH I EXPRESSLY INTEND TO BE BROADER THAN THAT AFFORDED BY THE PROVISIONS OF THE ABOVE-CITED EQUINE LIABILITY ACTIVITY ACT. If any provision of this document shall be adjudicated invalid or unenforceable, all other provisions hereof shall remain effective. I agree that this document shall remain valid and in full force and effect unless and until expressly revoked by me in writing with receipt of such revocation acknowledged in writing by a duly authorized officer of WARRENTON HUNT, INC. I further agree that following any such revocation I shall cease to engage in all equine activities covered by this document and that resumption by me of any covered activities shall automatically invalidate such revocation.

Date: _____

Signature: _____

I currently subscribe to another Hunt: _____

Printed Name: _____

Address: _____

Email address: _____

Telephone: _____

WARRENTON HUNT, INC.

Notice, Assumption of Risk, Waiver, Release, and Indemnity Agreement for a Minor

I am a custodial parent or the legal guardian of the minor named below (the "Minor"). I am aware that horseback riding, foxhunting, showing, trail riding, and racing (equine activities) are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that the Minor or the horse the Minor rides or own may be injured or die as a result of the Minor's or my negligence or the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which the Minor is going to be engaged. I also understand that horses, even the best trained, are often both unpredictable and difficult to control.

I HEREBY STATE THAT I HAVE BEEN GIVEN NOTICE PER THE PROVISIONS OF §§3.2-6200, 3.2-6202 and 3.2-6203 OF THE CODE OF VIRGINIA (THE EQUINE LIABILITY ACTIVITY ACT) THAT THERE ARE INHERENT RISKS IN EQUINE ACTIVITIES, INCLUDING BUT NOT LIMITED TO (I) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY OR DEATH TO THE PARTICIPANT, (II) THE INABILITY TO PREDICT AN EQUINE'S REACTION TO SOUND, MOVEMENTS, OBJECTS, PERSONS, OR ANIMALS; AND (III) HAZARDS OF SURFACE OR SUBSURFACE CONDITIONS.

ON BEHALF OF THE MINOR AND OF MYSELF, I EXPRESSLY ASSUME ALL THE ABOVE-STATED RISKS AND ALL OTHER RISKS IN CONJUNCTION WITH EQUINE ACTIVITIES SPONSORED IN WHOLE OR IN PART BY WARRENTON HUNT, INC., WHETHER OR NOT THE NEGLIGENCE OF ANY PERSON OR ENTITY MAY BE INVOLVED. I HAVE DISCUSSED ALL SUCH RISKS WITH THE MINOR.

I understand that it is my responsibility while the Minor is engaged in equine activities to carry appropriate health, medical and, to the extent applicable, personal liability insurance.

With the knowledge of the foregoing, and as an inducement for WARRENTON HUNT, INC. ("WH") to allow the Minor to ride, foxhunt, show, trail ride, race or otherwise participate in equine activities, I hereby agree on behalf of the Minor and of myself, to wave, release and give up any and all rights that the Minor or I or his, her or my heirs, personal representatives or subrogees may have to make any claim or bring any action against WH, any of its directors, officers, employees, agents, Masters of Foxhounds, staff, subscribers, members, guests and participants, or any landowners or tenants over whose owned or rented land the Minor or I ride or otherwise travel (whether or not at any time I am aware of the capacity, affiliation or interest of any such person), arising from any injury or death which might be incurred by the Minor or me or by any horse the Minor rides or own or from damage to any property of the Minor's or mine, in connection with the Minor's or my participation in equine activities sponsored in whole or in part by WH. I further agree, on behalf of the Minor and of myself, to indemnify and hold harmless WH and all of the foregoing persons against and from any and all claims, causes of action, judgments, awards, damages, amounts paid in settlement, losses, costs and expenses, including court costs and attorneys' fees, which the Minor or I might make, assert or seek or which might be made, asserted or sought on the Minor's or my behalf by others, or which might be made, asserted or sought against the Minor or me by others, relating to or arising in connection with the Minor's or my participation in any such equine activities.

I HAVE READ AND DO KNOWINGLY EXECUTE THIS DOCUMENT, THE SCOPE OF WHICH I EXPRESSLY INTEND TO BE BROADER THAN THAT AFFORDED BY THE PROVISIONS OF THE ABOVE-CITED EQUINE LIABILITY ACTIVITY ACT. If any provision of this document shall be adjudicated invalid or unenforceable, all other provisions hereof shall remain effective. I agree that this document shall remain valid and in full force and effect unless and until expressly revoked by me in writing with receipt of such revocation acknowledged in writing by a duly authorized officer of WARRENTON HUNT, INC. I further agree that following any such revocation the Minor shall cease to engage in all equine activities covered by this document and that resumption by the Minor of any covered activities shall automatically invalidate such revocation.

Date: _____

Signature: _____

Printed Name of Minor: _____

Printed Name: _____

Address: _____

Email: _____

Telephone: _____

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 (i) to Blue Ridge Hunt, Inc., equine activity sponsor and/or equine activity professional (in each case, the "sponsor"), (ii) 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 (iii) to each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the sponsor and of each owner (who also shall be included within the words "sponsor" or "owner" as their relationships may determine) and provides as follows:

In consideration for the opportunities provided by the equine activity sponsor to the undersigned participant for the enjoyment of equine activities as a participant including 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 (including any minor participant for whom he signs this Agreement) (the "Participant"), the Participant hereby agrees as follows:

1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia Section 3.2- 6200, 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 /professional, each owner and the equine activity sponsor the fullest protection of a release, waiver of right to sue and assumption of all risks which is afforded by the Act, by other applicable statutes and by general law.

2. The Participant hereby acknowledges that he or she has full and complete notice and understanding of the Act, the intrinsic dangers of equine activities 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 equines to behave in ways that may result in injury, harm, or death to persons on or around them, including but not limited to kicking, biting, shying, bucking and rearing, or to trip and/or fall; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) 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; (iv) 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; (v) the hazards which rocks, cliffs, holes, 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; (vi) collisions with other animals or objects; (vii) the dangers and risks of tack slipping or breaking for whatever reason; (viii) 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; (ix) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity; (x) 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; (xi) the dangers of being struck by an equine, by rider or by a hound; (xii) all other risks associated with horses, fox hunting, horseback riding, and related activities.

3. The Participant hereby RELEASES and WAIVES all rights which he or she may have or hereafter have against the sponsor/professional, each owner and the equine activity sponsor for death, personal injury or property damage which is in any way associated with the Risk; he or she does hereby WAIVE his or her right to sue or to bring any action against the sponsor/professional, any owner or the equine activity sponsor in connection therewith. The Participant hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the RISKS enumerated in Paragraph 2, above.

4. The Participant hereby agrees that he or she shall have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a

particular equine activity, and that it shall be his or her duty to act within the limits of his or her own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equine activity, to heed all posted warnings, to perform equine activities only in an area or in facilities designated by the sponsor/professional or by the owner and to refrain from acting in a manner which may cause or contribute to the injury of anyone.

5. The Participant hereby authorizes and consents to 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. The Participant, as INDEMNITOR, his or her heirs, administrators, executors, successors and assigns or any of them shall save, defend, keep harmless and INDEMNIFY the sponsor/professional, each owner and the equine activity sponsor, its or their successors and assigns from any and all loss, damage, cost, charge, liabilities or exposure, including court costs and attorney's fees, arising out of the Risks enumerated in Paragraph 2, above.

7. This Agreement shall remain valid and in full force and effect from and after the date opposite the signanire of the Participant until expressly revoked by the Participant in a written notice to the sponsor/professional.

8. 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.

9. 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 or she 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 or her 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 or her own behalf.

10. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant.

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

Print Participant's Name: _____

Print Address: _____

Date: _____ Signature: _____
(To be signed by both parents or legal guardians if Participant is under 18 years of age)

Date: _____ Signature: _____
(Second parent or legal guardian's signature if Participant is under 18 years of age)

If you are a member/subscriber of a recognized hunt, please name the hunt: _____

ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT
ADULT RIDER

In consideration of the opportunity to participate in equine activities and social functions sponsored by the Old Dominion Hounds (ODH) on the real property of landowners who have given permission for such use (Landowner), the undersigned adult rider (Rider) hereby agrees as follows:

1. Rider acknowledges and understands that there are risks of injury and damage in horseback riding and equine activities and that the actions of a horse are not predictable. Such risks include (i) the propensity of a horse to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict a horse's reaction to sound, movements, objects, persons or animals; (iii) the hazards of surface or 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 another participant. Rider has been advised that protective headgear must be worn at all times while riding a horse. Rider hereby assumes the risk of any bodily injury or property damage that might occur while participating in or observing any equine activity or social function sponsored by ODH, including, but not limited to, fox hunts, trail rides, horse shows, hunter trials, point-to-point races, hunt breakfasts, landowner parties and hunt balls.

2. Rider hereby releases and waives any and all claims or causes of action for injuries, damages, losses and expenses arising out of participation in or observation of any equine activity or social function sponsored by ODH.

3. Rider hereby agrees to indemnify and save harmless (i) ODH, its masters, staff, agents, employees, members and guests, and (ii) Landowner, his agents, employees, tenants and guests from any claims or causes of action as set forth herein.

4. This agreement shall remain valid until revoked in writing and shall be binding on my heir(s), executor(s) and personal representative(s).

Adult Rider Name (printed)

Adult Rider Signature

Date

Address

Email address

Hunt Membership (if applicable)



**THE ORANGE COUNTY HOUNDS, INC.
RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT-ADULT PARTICIPANT**

Acknowledgment and Assumption of Risk. I, _____ (printed name), ("Rider") request permission to participate and engage in cross-country horseback riding activities, foxhunting and other equine activities with or sponsored by the Orange County Hounds, Inc., a Virginia nonstock corporation ("OCH"). I fully understand and acknowledge that cross-country horseback riding, foxhunting and other equine activities are dangerous and that despite all safety precautions there are many obvious and subtle risks and intrinsic dangers always present in them and in pasture, paddock, stable, loading and unloading routines involving equines. I recognize that such risks and intrinsic dangers include, but are not limited to: (i) the propensity of equines to behave in ways which 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; (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; (vi) the fact that equines are creatures of independent action and may act unpredictably at any time with or without a recognizable stimulus; (vii) hazards presented by wildlife, livestock and domestic animals; (viii) latent dangers present in all types of equipment, fencing, obstacles, tools, vehicles and machinery used in equine activities and/or in and around a farm; (ix) the fact that items of saddlery and tack may have weaknesses and flaws; and (x) the fact that there may be a negligent act or omission, whether or not in combination with any of the above risks, by any Master, officer, director, member, employee, volunteer, guest, invitee or agent of OCH or of any landowner whose property is made available for OCH Activities, as defined below. I understand that such risks and intrinsic dangers may cause, contribute to or result in my serious injury or death, and I hereby assume all such risks and intrinsic dangers, both enumerated and not enumerated, associated with any equine activities in which I may participate which are sponsored by or occur on property owned, controlled or made available to OCH for equine activities ("OCH Activities"). This Release, Waiver and Indemnification Agreement (hereinafter, "Release") shall remain valid unless and until OCH receives an express written revocation duly executed by the participant or by the parent(s) or guardian(s) of a minor.

Release, Waiver and Indemnification. As part of the consideration for my being permitted to participate and engage in OCH Activities, I hereby on behalf of myself, my heirs, assigns, guardians and legal representatives, release from liability and waive (give up) any and all rights that I may have to make a claim against or to sue (a) OCH, its Masters, officers, directors, members, employees, volunteers, invitees and agents and the trustees of all trusts for the benefit of OCH, (b) other participants in OCH Activities, (c) the owners (and their heirs, personal representatives, successors, assigns, members, shareholders, directors, officers, employees, agents, invitees, tenants, trustees and beneficial owners) of property made available for OCH Activities and/or of all animals involved in OCH Activities or pastured or boarded on property on which OCH Activities occur, and (d) all equine activity sponsors involved in OCH Activities for any kind of injury, including death, to me or my equine or damage to my property arising from any cause (including gross negligence but not wanton or willful misconduct) and intrinsic dangers occurring during or as a result of my participation in OCH Activities. In addition, I, my heirs, assigns, guardians and legal representatives shall hold harmless and indemnify all individuals and entities described in this paragraph (the "Released Parties") from any and all losses, claims, suits, judgments, costs (including defense costs and attorneys' fees) or liability resulting from my participation in OCH Activities.

Virginia Equine Activity Liability Act and Limitation on Landowner Liability. I understand that this Release, Waiver and Indemnification Agreement ("Release") is given under Virginia's Equine Activity Liability Act (Va. Code §§ 3.2-6200 through 3.2-6203, the "Act") and any amendments thereto. All terms defined by the Act shall have the same meaning in this Release, and the Act is hereby incorporated into this Release by reference. This Release shall be construed so as to satisfy the notice, assumption of risks and waiver requirements of the Act and to provide OCH, its Masters, officers, directors, members, employees, volunteers, guests, invitees and agents and the trustees of trusts for the benefit of OCH and all equine activity sponsors involved in OCH Activities the fullest protection afforded by the Act. Further, this Release shall be in addition to, and not in substitution for, all

limitations of liability provided to landowners (as defined therein) by Virginia Code §29.1-509, which limits a landowner's liability to persons entering upon a landowner's property for recreational purposes.

Protective Headgear Requirement I have been advised that I should purchase and wear protective headgear (an approved helmet), and that wearing such helmet while mounting, riding, dismounting and otherwise while being around equines may prevent or reduce the severity of head injuries and even prevent death as the result of a fall or other occurrences. I understand that riding helmets are strictly required at all times while mounted for riders participating in OCH Activities. In addition, I acknowledge that OCH recommends that I wear a "flak jacket" while mounted, and I assume full responsibility for my decision on whether to follow OCH's recommendation in this regard.

Legal Capacity. I am eighteen years old or older and have full legal authority to execute this Release.

Health Care Authorization. I authorize and consent to any emergency medical care which may at the time appear reasonably appropriate under the circumstances if I am injured or become ill while participating in an OCH Activity. I also hereby authorize any veterinary arrangements for my equine(s) considered appropriate by an OCH Master in the event of my injury or illness while participating in an OCH Activity. IN CASE OF EMERGENCY, NOTIFY: _____ TELEPHONE _____

Scope of Release. To the extent possible, this Release shall be construed in such a manner as will render it fully enforceable; but if any provision is found to be unenforceable, such provision (or so much thereof as is found to be unenforceable) shall be deleted and the remainder of this Release shall continue in full force and effect. This Release is executed in _____ County, Virginia and the parties agree that Virginia law shall govern any dispute connected with it.

I HAVE CAREFULLY READ THIS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT AND UNDERSTAND THAT BY SIGNING IT I AM GIVING UP RIGHTS I MAY HAVE NOW OR IN THE FUTURE TO SUE OR MAKE A CLAIM AGAINST OCH AND THE RELEASED PARTIES AND THAT I AM COMMITTING MYSELF TO HOLD OCH AND THE RELEASED PARTIES HARMLESS FROM ANY CLAIMS OR DAMAGES RESULTING FROM MY PARTICIPATION OR ENGAGEMENT IN OCH ACTIVITIES. I AM AWARE THAT THIS IS A BINDING CONTRACT BETWEEN ME AND OCH AND EACH OF THE RELEASED PARTIES. I HAVE HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT WITH LEGAL COUNSEL OF MY CHOICE, AND I SIGN IT VOLUNTARILY.

IN WITNESS WHEREOF, this instrument is duly executed this day, _____ (date)

RIDER:

WITNESS:

Signature

Signature

Printed Name

Printed Name

Address

Address

Telephone Number

Telephone Number

HUNT AFFILIATION:
