



## **Middleburg Hunt Liability Release**

Proper execution of the following release by the undersigned is a prerequisite to the undersigned being able to take part in any and all foxhunting and related activities ("hunting activities") sponsored by Middleburg Hunt, Inc. ("Middleburg Hunt").

In consideration of the undersigned electing to participate in hunting activities and the Middleburg Hunt's, participation in such activities, the undersigned and on behalf of participant and his or her heirs next of kin, dependents, representatives, executors, administrators, successors or assigns hereby does release, indemnify (including costs and attorney fees) and hold harmless the Middleburg Hunt and all its officers, directors members, lessors and employees from any cause of action claims or demands of any nature whatsoever, which said participant, his or her representatives, heirs, next of kin, dependents, executors or administrators, may now have, or have in the future against said Middleburg Hunt, its officers, directors, members, lessors, and employees, on account of personal injury, property damage or accident of any kind, including death arising out of the undersigned's participation in hunting activities including without limitation participation in or observation of hunting activities.

Participant understands that by signing this Release, he/she covenants and agrees that he/ she, as well as his/her heirs, next of kin, representatives, dependents, executors, administrators, successors and assigns, will never institute any suit or action of law or otherwise against the Middleburg Hunt, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to his person, property or both, which may result from the undersigned's attendance at and/or participation In hunting activities.

Participant is hereby given notice of the risk inherent in equine activities, including hunting activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant: (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals: (iii) hazards of surface or subsurface conditions: (iv) field conditions and side and rear area conditions: and (v) officiating and conduct of other players -- and specifically, assumes this risk and the risk of acts or omissions that constitute negligence for the safety of the participant by the Middleburg Hunt, whether or not related to the preceding enumerated inherent risks.

Participant further understands that while participating in hunting activities there is substantial risk of injury (including death) and fully understands, accepts and assumes that risk. Participant verifies that he/she is in good health and that he/she has no physical limitations which would preclude his/her safe participation in hunting activities. The participant agrees that prior to participating he/she will be satisfied with the ground conditions and if not satisfied, he/she will not participate.

Participant understands that the Middleburg Hunt does not provide medical or hospitalization insurance for participants. Participant certifies that he/she will be covered by his/her own insurance while participating.

Participant acknowledges that NO medical or veterinary emergency services are provided by Middleburg Hunt at hunting activities. Participant hereby consents, directs and authorizes the Middleburg Hunt to engage any emergency

medical or veterinary care including transportation in the event of injury as the Middleburg Hunt or others deem appropriate and hereby releases and indemnifies the Middleburg Hunt as set forth herein and assumes all associated risk and agrees to pay all associated costs.

Participant assumes responsibility for his/her own physical fitness, ability and capability to participate. Participant specifically assumes the risk of his/her own negligence and others (participants, officials) in any hunting activity and any negligence of the Middleburg Hunt. Participant states that he/she is aware of all of the inherent dangers of hunting activities and observing hunting; that he / she is of lawful age and legally competent to sign this release which he / she has fully read and completely understands; he/she understands the terms are contractual and not a mere recital, and that he/she has signed this documents as his/her own free act.

IN WITNESS WHEREOF, this instrument is duly executed at

\_\_\_\_\_ (location)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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**Signature of Participant**

**Name of Participant**

**Email Address of Participant (required):** \_\_\_\_\_

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**Signature of Parent/Guardian**

**Print Name of Parent/Guardian & Relation**

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**Signature of Witness**

**Print Name of Witness**

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)

PIEDMONT FOXHOUNDS  
RELEASE, WAIVER & INDEMNITY AGREEMENT

The undersigned (hereinafter referred to as "Rider"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to participate in cross-country horseback riding, foxhunting OR other related equine activities with The Piedmont Fox Hounds, Inc. ("the Piedmont Foxhounds"), and being fully aware of the risk of injury and dangers inherent in the riding and handling of horses, and the EXCEPTIONALLY DANGEROUS NATURE of riding cross-country over steep and rough terrain, hereby elects voluntarily to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY EQUINE ACTIVITY SPONSORED BY THE PIEDMONT FOX HOUNDS, RIDER KNOWINGLY AND EXPRESSLY WAIVES RIDER'S RIGHT TO SUE THE PIEDMONT FOXHOUNDS, ITS MASTERS, OFFICERS, BOARD OF TRUSTEES, SUBSCRIBERS, LANDOWNERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO RIDER OR TO RIDER'S PROPERTY, AND RIDER AGREES TO ASSUME ALL RISKS INHERENT IN RIDING OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO RIDER OR TO RIDER'S PROPERTY. RIDER ACKNOWLEDGES THAT RIDER HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS 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, UNFAMILIAR OBJECTS, PERSONS ON OR AROUND THEM; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) 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, AND RIDER EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO RIDER AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF RIDER, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. SECTION 3.1-796.132B, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA. CODE ANN. SECTION 3.1-796.120 et seq. (Chapter 27.5, Code of Va. (1950)).

IF RIDER IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY RIDER'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND RIDER'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND RIDER, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; AND (iii) TO INDEMNIFY AND HOLD HARMLESS THE PIEDMONT FOXHOUNDS, ITS MASTERS, OFFICERS, BOARD OF TRUSTEES, SUBSCRIBERS, LANDOWNERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY RIDER (OR RIDER'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY THE PIEDMONT FOXHOUNDS, ITS MASTERS, OFFICERS, BOARD OF TRUSTEES, SUBSCRIBERS, LANDOWNERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Release, Waiver and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that the Piedmont Foxhounds is covered by the provisions of that Act. It is also expressly agreed by Rider and any parent or guardian whose signature appears on this document that the term "Member" as used herein, specifically includes any landowner whose property the Piedmont Foxhounds meets on, passes through, or otherwise uses in connection with an equine activity, and that any such landowner is covered by the provisions of that Act and this Agreement.

This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Rider has been advised to wear protective headgear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear which does not adequately protect against injury.

CAUTION: READ BEFORE SIGNING

\_\_\_\_\_  
Rider's Signature

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian\*

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian\*

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

\*Parent or Guardian must sign IN ADDITION to rider under eighteen years of age. Both parents with legal custody of a minor must sign.

Print the name of the FOXHUNT CLUBS, if you belong to any and are a paid subscriber: \_\_\_\_\_

## Loudoun Fairfax Hunt, Inc. Waiver

Return to Gin Richardson, P.O. Box 162, Aldie, VA 20105  
Or bring with you when you come out hunting.

**I, as participant or parent or guardian of participant, acknowledge that equine activities are athletic activities that pose potentially serious risk of injuries or death to participants in equine activities. I acknowledge that there are certain intrinsic dangers or conditions that are an integral part of equine activities, 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; (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 (collectively, "Intrinsic Dangers of Equine Activities"). I understand that participants in equine activities may be injured or killed as a result of their own negligence, the negligence of others or through no fault of participant or anyone else.**

In consideration of Loudoun Fairfax Hunt, Inc. (the "Hunt") and landowners (generally equine activity sponsors) allowing participant to participate in equine activities and foxhunting, on behalf of myself, and my heirs, successors, and assigns I hereby release and waive any rights to make any claim against the Hunt, its Masters and staff, employees, agents and representatives, and landowners, their agents and lessees, for any loss, damage, including but not limited to, (i) the **Intrinsic Dangers of Equine Activities**; (ii) the experience level of any participant; (iii) a known or unknown health condition of any participant; and/or (iv) the condition and age of equipment or tack. I hereby acknowledge and assume all of the foregoing risks and any other risks inherent in equine activities and accept complete responsibility for making any and all examinations or inspections relating to those risks and any other potential risks of equine activities, and I agree and understand that Loudoun Fairfax Hunt, Inc. shall have no responsibility whatsoever to make any such examination or inspection. I further assume all risk of participating in equine activities, and agree to indemnify and hold harmless Loudoun Fairfax Hunt, Inc., its Masters and staff, employees, representatives and agents, all landowners, their agents and lessees (equine activity sponsors) from and against, all of the foregoing claims and any and all loss, damage, injury, or death to person or property by whatever cause including any act or omission negligent or otherwise, on the part of the Hunt, its employees, representatives or agents, or on the part of any other person arising from or related to participation in equine activities. I also agree if anyone makes any claims because of any injury to me (including death), or for any damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims.

With this waiver, I accept notice of the provisions of the Virginia Equine Activity Liability Act, Va. Code §§ 3.2-6200, *et. seq.* This waiver shall remain valid unless and until revoked in writing by the participant or the parent or guardian of any minor signing below, with receipt acknowledged by the Hunt.

**I acknowledge that the Hunt requires helmets be worn during all activities and agree to wear a helmet at all times while mounted.**

I hereby certify that the statements and representations in this Agreement are being made by me knowingly, freely, and voluntarily, and I understand that the Hunt is expressly relying upon the foregoing statements and representations in permitting my/my child's participation in any equine activities.

Signature/Date \_\_\_\_\_

Print Name \_\_\_\_\_

Relationship to Minor \_\_\_\_\_ Minor's Birth Date \_\_\_\_\_

Email Address (if you would like to be added to our email list) \_\_\_\_\_