

Southampton Outfitters

RIDER'S RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY AND COMPLETELY BEFORE SIGNING

NAME: _____ AGE: _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

HOME PHONE: _____ E-MAIL ADDRESS: _____

Under Virginia law, an equine activity sponsor or equine professional; is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. **CODE OF VIRGINIA TITLE 3.1. AGRICULTURE, HORTICULTURE AND FOOD, CHAPTER 27.5. EQUINE ACTIVITY LIABILITY ACT**, Va. Code Ann. § 3.1-796.130 (1994)

WHEREAS, I understand the risks, hazards and dangers associated with outdoor equine activities, including (but not limited to) the examples below.

I hereby accept the risk inherent in such activities, and hereby do and agree to release, defend, hold harmless and indemnify (hereinafter generally, "released") **Southampton Outfitters and all landowners** its principals, owners, employees, agents, successors and assigns and all parties acting by, through, with and/or for it or any of them (hereinafter collectively, "Operator"), for any and all liability, loss, damage, injury, cause of action (whether known or unknown), related in any way (whether proximately or remotely caused, anticipated or not) to my presence and activities on and off the premises of Operator or on or around horses owned or provided by Operator, including ordinary and gross negligence, and reckless actions or omissions of Operator, I agree to and hereby do waive any cause of action, right, title or claim, whether known or unknown, contingent, after-developed or discovered, from the beginning to the end of the world and agree **NOT TO SUE OR FILE ANY ACTION AGAINST OPERATOR**.

This waiver shall include a waiver of any right I have under any law the purpose, substance or effect of which is to invalidate, limit or eliminate a general waiver and release with regard to dangers, causes of action or liability unknown or unanticipated at the time of execution of the waiver and release. This is intended to be a complete "blanket" release and waiver, without exception or qualification. The release and waiver herein shall bind me, my successors and assigns, my heirs, personal representatives, spouse, children, parents, associates as appropriate and all persons or entities claiming by or through me. In exchange for my execution of this instrument, and other consideration, Operator has considered permitting me to be present on the grounds of Operator or at activities conducted by or for Operator, and/or to partake in equine activities.

The risks, hazards and dangers accepted by me include, as examples and not as an exhaustive list, my death, blindness, paralysis, incapacity or disability (permanent or temporary), injury, disease, illness, loss of income or consortium, medical expenses and related costs of treatment, legal fees and costs, loss of or damage to property or property rights, liability for such risks, hazards and dangers to others if my actions or omissions cause such, and liability to Operator for any loss, damage or injury to Operator or anyone claiming against, by or through them. I understand the risks, hazards and dangers are present whether I am riding a horse or not.

Such damages could be caused by falls, kicks, being thrown from horses; reactions to sounds, movements, objects, persons or animals; bites from insects, ticks, horses or other animals, whether domesticated or wild; impact of, from or with branches, fences or other objects; inclement weather, lightning strike, hail or sleet; collisions with vehicles, horses or other animals or objects, fire or explosion; the unavailability or delay in obtaining medical care; actions or negligence of other persons; activities in or around water, streams, ditches, pools, lakes or ponds; surface or subsurface conditions; and other actions or occurrences, anticipated or not.

I understand that horses and other animals are unpredictable and may behave in ways dangerous or injurious to me even if properly trained and restrained. I understand that the both obvious and hidden natural or environmental hazards might cause injury to me or an animal which I might be riding or which might be near me, and might cause that animal to behave unpredictably. I understand that the horse I am riding or near might collide with another animal or other object, and that such collision might cause injury to me or damage to my horse or my property. I understand that other participants in the equine activity might be negligent or otherwise act improperly. In all such cases, I hereby do and shall release Operator from any claim by me for such acts or omissions, and waive any claims or causes of action against Operator, and agree to indemnify, defend and hold Operator harmless there from.

I have read and agree to abide by all Rules and Regulations of Operator, and to report any violations of those Rules and Regulations to the personnel of Operator. If I sign on behalf of a minor, I certify that I am the parent or legal guardian of that person, that I am assuming personal liability for the actions and omissions of such minor, and that Operator is justified in relying on my representation to that effect.

I agree that this instrument shall be construed under the laws of the State of Virginia without regard to its principles of the conflict of laws, and that any action brought hereunder shall be brought in the Courts for Southampton County, Virginia. I agree that any claim against Operator, including claims of the applicability of this instrument, shall be submitted to binding arbitration in such Virginia County.

If any action is brought by me or on my behalf, I will pay all legal, court and related costs, expenses and fees of Operator.

I HAVE READ AND FULLY UNDERSTAND ALL OF THE ABOVE PARAGRAPHS OF THE RELEASE and WAIVER OF LIABILITY AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

If under 18, the parent or guardian must read and sign the above, indicating his/her acceptance.

Date: _____ Signed: _____

Print Participant Name: _____

Date: _____ Signed: _____

Print Parent/guardian (if minor): _____