

RELEASE, WAIVER & INDEMNITY AGREEMENT - 2023

The undersigned (hereinafter referred to as "Rider"), being of legal age or a parent or legal guardian if not of legal age, desires to participate in horseback riding, OR other related equine activities, including to trailer horses, and being fully aware of the risk of injury and dangers inherent in the riding, driving 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 RIDE ACROSS THE PROPERTY OF CHRISTOPHER AND ISABEL MARTIN at 13402 CREST HILL ROAD FLINT HILL and LOOKUP EQUESTRIAN, HUSSON LEWIS ENTERPRISES, LLC, KNOWN AS HIGH HORSE FARM, LOCATED AT 6065, 6129, 6131 + 6175 KEYSER ROAD HUME, FAUQUIER COUNTY, VIRGINIA, BABELLE R. HUSSON, TIMOTHY M. LEWIS, THEIR EMPLOYEES, AGENTS, MANAGERS, MEMBERS 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 3.2-6200, 3.2-6202, AND 3.2-6203, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA. CODE ANN. SECTION 3.2-6200 et seq. OF THE Code of Virginia. A copy of said Code Section is attached hereto and made a part hereof. IN ADDITION, THE UNDERSIGNED RELEASES CHRISTOPHER AND ISABEL MARTIN, LOOKUP EQUESTRIAN, HUSSON LEWIS ENTERPRISES, LLC, KNOWN AS HIGH HORSE FARM, LOCATED AT 6065, 6129, 6131 + 6175 KEYSER ROAD HUME, FAUQUIER COUNTY, VIRGINIA, BABELLE R. HUSSON, TIMOTHY M. LEWIS, THEIR EMPLOYEES, AGENTS, MANAGERS, MEMBERS, SUCCESSORS, HEIRS, AND ASSIGNS FOR ANY INJURIES OR DEATH AS A RESULT OF DRIVING OR RIDING IN UTILITY VEHICLES.

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 CHRISTOPHER AND ISABEL MARTIN at 13402 CREST HILL ROAD FLINT HILL and LOOKUP EQUESTRIAN, HUSSON LEWIS ENTERPRISES, LLC, KNOWN AS HIGH HORSE FARM, LOCATED AT 6065, 6129, 6131 + 6175 KEYSER ROAD HUME, FAUQUIER COUNTY, VIRGINIA, BABELLE R. HUSSON, TIMOTHY M. LEWIS, THEIR EMPLOYEES, AGENTS, MANAGERS, MEMBERS, SUCCESSORS, HEIRS, AND ASSIGNS; (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 TO INDEMNIFY AND HOLD CHRISTOPHER AND ISABEL MARTIN at 13402 CREST HILL ROAD FLINT HILL and LOOKUP EQUESTRIAN, HUSSON LEWIS ENTERPRISES, LLC, KNOWN AS HIGH HORSE FARM, LOCATED AT 6065, 6129, 6131 + 6175 KEYSER ROAD HUME, FAUQUIER COUNTY, VIRGINIA, BABELLE R. HUSSON, TIMOTHY M. LEWIS, THEIR EMPLOYEES, AGENTS, MANAGERS, MEMBERS, 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 THEIR EMPLOYEES, AGENTS, MANAGERS, MEMBERS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

It is expressly agreed by Rider and driver 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 CHRISTOPHER AND ISABEL MARTIN at 13402 CREST HILL ROAD FLINT HILL and LOOKUP EQUESTRIAN, HUSSON LEWIS ENTERPRISES, LLC, KNOWN AS HIGH HORSE FARM, LOCATED AT 6065, 6129, 6131 + 6175 KEYSER ROAD HUME, FAUQUIER COUNTY, VIRGINIA, BABELLE R. HUSSON, TIMOTHY M. LEWISTHEIR EMPLOYEES, AGENTS, MANAGERS, MEMBERS, SUCCESSORS, HEIRS, AND ASSIGNS are covered by the provisions of that Act.

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 Signature

Printed Name: Date:

Email address: Tel no:

Parent or Guardian

Date:

*Parent or Guardian must sign on behalf of a rider under the age of 18 years.

Both parents with legal custody of minor must sign.

Emergency Contact #1: _____
Name and Phone Number

Emergency Contact #2: _____
Name and Phone Number