

GREAT MEADOW FOUNDATION 2022

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE FREELY TO ITS TERMS AND CONDITIONS AND AGREE THAT BY SIGNING THIS AGREEMENT, YOU AND, AS APPROPRIATE, YOUR CHILD[REN] (IF ANY) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR MAKE ANY CLAIM FOR INJURY OR TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON OR CAUSE, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE GREAT MEADOW FOUNDATION (“GMF”) AND/OR ANY OFFICER, DIRECTOR, TRUSTEE, EMPLOYEE, AGENT OR REPRESENTATIVE OF GMF (THE “RELEASEES”).

I, _____ [Print First and Last Names], residing at _____ [Street Address], _____ [City], _____ [State] _____ [Zip Code], on behalf of myself (and, if applicable, my minor child) _____ [Print Child’s Name (hereafter referred to as “My Child”)], in consideration for allowing me and/or My Child to handle and ride a horse on the property of GMF – under any and all circumstances, including but not limited to pleasure riding, steeplechase racing, polo, eventing, dressage, hunter/jumper and/or any other activity involving riding a horse at GMF, and on behalf of myself, My Child and/or our personal representatives, heirs, next-of-kin, spouses, and assigns, HEREBY agree to the following terms and conditions (this “**Agreement**”) with GMF, and I HEREBY:

1. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person, and that tack including but not limited to saddles, bridles, and girths may loosen or break, all of which may cause the rider to fall or be jolted, resulting in serious injury or death; and
2. **ACKNOWLEDGE THAT HORSEBACK RIDING – AND OTHER RELATED EQUESTRIAN ACTIVITIES – IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and possible irrational behavior of horses, regardless of their – or their rider’s – training and past performance; and
3. **VOLUNTARILY ASSUME THE RISK** and danger of injury or death inherent in the use of the horse ridden by me and/or My Child on the property of GMF and/or the activities of any groom or other employee or agent of me and/or My Child; and
4. **RELEASE, DISCHARGE, AND PROMISE NOT TO SUE GMF**, doing business under its own name or any other name and/or any of its officers, directors, trustees, employees and agents (hereinafter the “**Releasees**”), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property, including my horse(s) and/or that of My Child (if any) named above; and
5. **RELEASE** the Releasees from any claim that such Releasees are or may be negligent in connection with my and/or My Child’s (if any) riding experience or ability, including but not limited to training or selecting horses, maintenance, care, fit or adjustment tack including but not limited saddles, bridle, and girths, instruction or riding skills or leading and supervising riders; and

6. **INDEMNIFY AND SAVE AND HOLD HARMLESS GMF**, its officers, directors, trustees, employees, and agents, from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or My Child (if any) named above's use of any horse and/or any acts or omissions of employees and/or agents of GMF; and
7. **EXPRESSLY AGREE** that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the Laws of the Commonwealth of Virginia – including but not limited to the Virginia Equine Activity Liability Act, Va. Code Ann. § 3.2-6200, *et seq.*) and is intended to be as broad and inclusive as is permitted by Virginia Law (**RIDE AT YOUR OWN RISK**), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect; and
8. **ACKNOWLEDGE** that this Agreement is a contract and agree that if a lawsuit is filed against GMF or any of the Releasees for any injury or damage, in breach of this Agreement – the Undersigned will pay all attorneys' fees and costs incurred by GMF and/or any of the Releasees in defending any such action; and
9. **UNDERSTAND THAT IT IS REQUIRED THAT ALL RIDERS ON THE PROPERTY OF GMF WEAR A PROTECTIVE HELMET WITH PROPERLY ADJUSTED CHIN STRAP AND OTHER PROTECTIVE GEAR AS REQUIRED BY THE GOVERNING AUTHORITY OF THE EQUESTRIAN SPORT IN WHICH I AM ENGAGING, INCLUDING BUT NOT LIMITED TO THE NATIONAL STEEPLECHASE ASSOCIATION, THE UNITED STATES POLO ASSOCIATION, THE UNITED STATES EVENTING ASSOCIATION, THE UNITED STATES EQUESTRIAN FEDERATION, AND ANY ORGANIZATION REGULATING THE EQUESTRIAN ACTIVITIES OF EVENTING , SHOW JUMPING, FLAT RACING OR OTHER. EQUESTRIAN ACTIVITIES, INCLUDING PLEASURE RIDING.**

IF THE PERSON WHO IS TO ENTER INTO THIS AGREEMENT IS LESS THAN EIGHTEEN (18) YEARS OF AGE, HIS/HER PARENT OR GUARDIAN MUST READ THIS AGREEMENT AND SIGN BELOW ON THE BEHALF OF THE MINOR.

I have read this entire Agreement and understand it is a promise not to sue and to release GMF and all Releasees from any and all claims arising out of horseback riding and related activities at GMF, including but not limited to steeplechase racing, polo, eventing, and dressage, hunter/jumper, and that I have made a free and deliberate choice to sign this Agreement as a material precondition to GMF and Releasees allowing me (or My Child, if any) to ride or handle a horse at GMF. I have concluded that the risks involved and the release and waiver of liability that results from my signing this Agreement is worth the horseback riding experience, including but not limited to steeplechase racing, polo, eventing, hunter/jumper, and dressage.

PRINTED NAME: _____ DATE: ____ (day) _____ (month), 202__

SIGNATURE: _____

