

Gordonsdale 
Cross County Schooling Course

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**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 '(this "Agreement') is given by the undersigned participant (the "Participant") to Gordonsdale Cross Country Schooling Course, LLC, Robert E. Johnston and Laurie L. Volk , the Equine Activity Sponsors (the "Sponsor") -and to each partner, officer, agent, employee, director, shareholder, heir, personal representative, successor and assign of the Sponsor and provides as follows:

In consideration for the opportunities provided by the Sponsor to the Participant (including any minor Participant for whom a parent or legal guardian signed this Agreement) for the enjoyment of equine activities at the Gordonsdale Cross County Schooling Course (the "Course"), the Participant agrees as follows:

1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia Sections 3.1-796.130, et seq,) as it may now provide or be amended (the "Act"). All terms defined by the Act shall have the same meaning, and the Act is incorporated into this Agreement by reference. This Agreement shall be construed to provide the Sponsor the fullest protection of a Release; Waiver of Right to Sue and Assumption of All Risks afforded by the Act, other applicable statutes and general law.
2. The Participant acknowledges s/he fully understands that cross country riding over varied obstacles across rugged terrain is a very dangerous activity. The Participant acknowledges s/he has full notice of the Act and full understanding of all the risks inherent in all equine activities which may cause, contribute to or result in death or personal injury to the Participant or damage to the Participant's property (the "Risks"), including, but not limited to :
 - a. the propensity of an equine to behave in dangerous ways which may result in injury to the Participant;
 - b. the inability of anyone to predict an equine's reaction to excitement, weather conditions, sound, movements, objects, persons or animals;
 - c. the hazards of surface or subsurface conditions;
 - d. the dangers and Risks of being struck by an equine, by a rider, by a dog or by livestock;
 - e. any negligent act or omission by the Sponsor which causes or results in the death or personal injury of the Participant or damage to the Participant's property; and
 - f. all other Risks associated with horses, riding and related activities.
3. The Participant RELEASES and WAIVES all rights which he may have against the Sponsor for death, personal injury or property damage which is in any way associated with the Risks; he WAIVES his right to sue or bring any action against the Sponsor, he agrees to INDEMNIFY and DEFEND the Sponsor from and to HOLD the Sponsor HARMLESS against any -such suit or action; and he expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage associated with the Risks.

4. The Participant agrees to wear a HARD-HAT and PROTECTIVE VEST at all times (provided by the Participant for himself) and to provide upon request by the Sponsor a current Coggins for each equine.
5. In the event of an accident the Participant agrees not to depart the Course without leaving personal identification including name, address and telephone, or without notifying the proper authorities, or without obtaining assistance when that Participant knows or reasonably should know that any other person involved in the accident is in need of medical or other assistance.
6. The Participant 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 incurred while on the Course.
7. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS AND HAVE NOT RELIED UPON THE SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION WITH THIS AGREEMENT.

PRINTED NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY/ST/ZIP _____

PHONE: () _____ CELL: () _____

EMAIL: _____

TIME/DATE: _____

(To be signed by parent or legal guardian if Participant is under 18 years.)