

**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 AGREEMENT is hereby given by the undersigned to S&J Inc. T/A Kentucky Farms, the Peninsula Airport Commission, and all employees of Kentucky Farms herein after called Kentucky Farms.

- 1) This Agreement is given under the Chapter 62. Equine Activity as it may now provide or be hereafter amended. All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this agreement by reference. This Agreement shall be so construed as to provide to the sponsor the fullest protection of a release, waiver of right to sue and assumption of all risks which is afforded to the sponsor by the Act.
- 2) All pronouns shall be construed to include the masculine, feminine or neuter, as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.
- 3) § 3.2-6200. Definitions:
 - a. "Engages in an equine activity" means: (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity
 - b. "Equine" means a horse, pony, mule, donkey, or hinny.
 - i. "Equine activity" means: (1) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (2) equine training or teaching activities; (3) boarding equines; (4) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; (5) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (6) conducting general hoofcare, including placing or replacing horseshoes or hoof trimming of an equine; and (7) providing or assisting in breeding or therapeutic veterinary treatment.
 - ii. "Equine activity sponsor" means any person or his agent who, for profit or not for profit, sponsors, organizes, or provides the facilities for an equine activity, including pony clubs, 4-H clubs, hunt clubs, riding clubs, school-and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including stables, clubhouses, ponyride strings, fairs, and arenas where the activity is held. "Equine professional" means a person or his agent engaged for compensation in: (1) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine; or (2) renting equipment or tack to a participant.
 - iii. "Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (1) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (2) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (3) certain hazards such as surface and subsurface conditions; (4) collisions with other animals or objects; and (5) 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.
- 4) § 3.2-6202. Liability limited; liability actions prohibited
 - a. Except as provided in § 3.2-6203, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in § 3.2-6203, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

- b. Except as provided in § 3.2-6203, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks specifically enumerated under this subsection may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.
- 5) § 3.2-6203. Liability of equine activity sponsors, equine professionals
 No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional or any other person who:
- a. Intentionally injures the participant;
 - b. Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of § 3.2-6202; or
 - c. Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.
- 6) The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against Kentucky Farms for death, personal injury or property damage which is in any way associated with the Risks; he does hereby WAIVE his right to sue or to bring any action against Kentucky Farms in connection therewith; he agrees to INDEMNIFY and DEFEND Kentucky Farms from and to HOLD Kentucky Farms HARMLESS against any such suit or action; and he thereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the RISKS enumerated in paragraph 4, above.
- 7) The participant hereby 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 caused by or incurred in the course of the equine activity.
- 8) This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the participant until expressly revoked by the participant in a written notice personally delivered to Kentucky Farms.
- 9) To the extent possible, this Agreement shall be constructed in such a manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.
- 10) If this agreement is executed by the undersigned participant for and on behalf of a minor participant named below, the undersigned participant warrants and represents that he is in fact the legal parent or guardian of such minor, with full rights of custody and control, and that this agreement is given on behalf of and is intended to be binding upon said minor participant, as if it were entered into solely on his own behalf.
- 11) **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 on all questions in connection therewith, and I have not relied upon the sponsors or any owner for any advice or explanation in connection therewith.**

Minor Participant's Info

Date: _____

Minor Participant's Name (Print): _____

Minor Participant's Name (Print): _____

Minor Participant's Name (Print): _____

Parents or Guardian's Signature: _____

Adult Participant's Info

Adult Participant's Name (Print): _____

Address: _____

Phone: () _____

Adult Participant's Signature: _____

Horse Owner's Name (Print): _____