



## **GOOD HOPE EQUESTRIAN & REGENERATIVE FARM, INC.**

1108 Wild Turkey Run  
Halifax, Virginia 24558

### **RIDER/PARTICIPANT/VOLUNTEER/SPECTATOR/GUEST**

### **LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS**

This Rider/Participant/Volunteer/Spectator/Guest Liability Release, Waiver or Right to Sue and Assumption of All Risks Release ("Release") is hereby given by

\_\_\_\_\_ ("Invitee") on their own behalf and as the parent or legal guardian of all minors and/or wards (list names and ages) who for all purposes shall also be included within the term "Invitee," in favor of GOOD HOPE EQUESTRIAN & REGENERATIVE FARM, INC., a Virginia not for profit corporation, and TWIN MEADOWS, LLC a Florida Limited Liability Company (collectively, "Sponsor"), and to all managers, officers, directors, agents, employees, volunteers and representatives of Sponsor, and their respective personal representatives, heirs, successors and/or assigns, who for all purposes shall also be included within the term "Sponsor," for any and all activity at the equestrian facility located at 1108 Wild Turkey Run, Halifax, Virginia 24558 ("Premises."). Wherever used herein the terms "Invitee" and Sponsor" shall include singular and plural, and the respective heirs, personal representatives, successors and/or assigns of Invitee and of Sponsor.

Invitee fully understands that Invitee's decision to come on to the Premises and/or partake in or observe equine activities on the Premises and/or to allow minor children to come on to the Premises as participants, guests or spectators, poses risks or personal injury, property damage, death and/or other loss that may arise while either visiting, riding, observing or participating in any activity on the Premises ("Activities"), and assumes all risks and hazards incidental to the conduct of the Activities.

In consideration of Sponsor permitting Invitee to come on to the Premises for any purpose, Invitee hereby agrees as follows:

1. This Release is given in part under the Virginia Equine Liability Act (Virginia Code Section 3.2-6200, et seq.) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Release by reference; provided, however that if Invitee is a spectator or guest, Invitee hereby agrees to be subject to the provisions of the Act and will indemnify and hold Sponsor harmless as provided in this Release.

2. This Release shall be so construed as to provide the Sponsor the fullest protection of a release, waiver of claim and recovery, waiver of right to sue, and assumption of all risks that is afforded by the Act and by other applicable statutes and general law.



3. Invitee hereby acknowledges that Invitee has full and complete understanding of all the dangers and/or conditions which are an integral part of equine activities which may cause, contribute to or result in the death or personal injury of Invitee or damage to Invitee's personal property (the "Risks"), including, but not limited to:

- The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around the equine, such as, but not limited to, making unpredictable movements, bucking, stumbling, falling, rearing, biting, kicking, running, spooking, jumping obstacles, stepping on a person's feet, pushing, or shoving a person, loosening and/or breaking halters, bridles, saddles, or girths.
- The unpredictability of an equine's reaction to sounds, sudden movement, persons, other animals, vehicles, wind, and other weather conditions, or unfamiliar objects.
- Hazards, including, but not limited to, surface or subsurface conditions.
- A collision with another equine, another animal, a person, or an object.
- The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
- The inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sounds, movement s, objects, vehicles, persons, dogs and other animals, reptiles, birds or insects, and the effects of such reactions.
- The dangers and risks of halters, bridles, saddles, stirrups, stirrup leathers, harnesses, lunge ropes, lunge lines, and other equipment loosening, slipping, or breaking for whatever reason.
- The dangers and risks of becoming entangled in halters, bridles, saddles, stirrups, stirrup leathers, harnesses, lead ropes, lunge lines, and other equipment.
- The risks of falling from or otherwise are becoming unstable: on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason.
- The dangers and risks of not wearing a helmet that is ASTM/SEI certified.
- The dangers and risks of not wearing closed shoes or boots on the Premises or during Good Hope Equestrian & Regenerative Farm off premise events.
- Any negligent net or omission by the Sponsor which causes or results in the death or personal injury of Invitee or damage to Invitee's personal property.

4. Invitee hereby expressly assumes all risks and dangers of injury, loss, damage, or death which are in any way resulting from the inherent risks of equine activities and/or associated with the Risks enumerated in Section 3 above.

5. Invitee hereby releases and waives all rights which Invitee may have or hereafter have against the Sponsor for injury, loss, damage, or death which in any way results from the inherent dangers or equine activities and/or associated with the Risks enumerated in Paragraph 3 above, and releases and waives the right to sue or to bring any action against the Sponsor in connection therewith. Invitee agrees to completely indemnify hold the Sponsor harmless from and against any and all claims, demands, causes of action, suits, actions, losses, and liabilities, costs and/or expenses, including medical costs and attorney's fees and costs which are occasioned by, or otherwise attributable to, matters for which Invitee has hereby assumed the risk and is responsible in accordance with this Release.



6. Invitee agrees to comply with all rules and regulations that may be posted or otherwise communicated by the Sponsor. In the event Invitee has children, guests, employees, or other invitees on the Premises, and such persons participate in any equine activity, the Invitee agrees that Invitee has made reasonable and prudent efforts to determine such person's ability to engage in the activities and to act accordingly for the safety and welfare of such persons. Invitee agrees that such persons will execute liability releases in favor of Sponsor as may be provided by Sponsor. If this Release is executed by Invitee on behalf of minor child named herein, then Invitee hereby warrants and represents that Invitee is in fact the legal parent or guardian or such minor child, with full rights of custody and control; and that this Release is given on behalf of and is intended to be binding upon said minor child, his/her heirs, personal representatives, successors, and assigns.

7. HELMETS and PROTECTIVE FOOTWEAR: Invitee shall, at all times while mounted on a horse on the Premises or during a sanctioned Good Hope Equestrian & Regenerative Farm event, must wear protective head gear, i.e., a helmet that is ASTM/SEI certified, and shall insist that Invitee's children, guests, employees, or other invitees do so when mounted on the horse on and off the Premises. Invitee shall, at all times while on and off the Premises, wear closed shoes or boots, and shall insist that Invitee's children, guests, employees, or other invitees do so when on the Premises. Should Invitee or Invitee's children, guests, employees, or other invitees fail to comply with these requirements, they do so at their sole risk and acknowledge that Sponsor is not responsible for enforcing these requirements. Invitee shall be solely responsible for any injury suffered by Invitee or Invitee's children, guests, employees, or other invitees as a result of their failure to comply with these requirements.

8. Invitee agrees that mounting, riding, dismounting, hand walking, grooming, training, handling, feeding, and otherwise being in the physical proximity of horses, even if as a spectator, is a dangerous activity which can produce a foreseeable risk of mortal or serious personal injury and/or property damage or loss to Invitee as well as to the person or property of others.

9. This Release shall remain valid and in full force and effect from and after the date opposite Invitee's signature until expressly revoked by Invitee in a written notice personally delivered to Sponsor.

10. This Release shall be construed under Virginia law in such manner as will render it, and each provision of it, fully enforceable; provided, however, that if any provision of this Release shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deemed deleted and the remainder of this Release shall continue in full force and effect.

11. This Release shall be binding upon the heirs, personal representatives, successors; and assigns of Invitee and shall inure to the benefit of Sponsor and Sponsor's successors and assigns.

### **WARNING**

**UNDER VIRGINIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL, OR ANY OTHER PERSON, WHICH SHALL INCLUDE A CORPORATION, PARTNERSHIP, OR LIMITED LIABILITY CORPORATION SHALL NOT BE LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INTRINSIC DANGERS OF EQUINE ACTIVITIES (VIRGINIA CODE - SECTION 3.2-6200). I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING RIDER/PARTICIPANT/VOLUNTEER/SPECTATOR/GUEST EQUINE ACTIVITY 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 FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY**



**AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE NOT RELIED UPON THE SPONSOR FOR ANY ADVISE OR EXPLANATION IN CONNECTION THEREWITH.**

**INVITEE:**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date** \_\_\_\_\_, 20\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Numbers:** cell ( ) \_\_\_\_\_ **home**( ) \_\_\_\_\_ **work**( ) \_\_\_\_\_

**Email address:** \_\_\_\_\_

**FOR MINORS UNDER 18 YEARS OF AGE: By signing this Release, Invitee hereby represents and certifies that Invitee is the legal guardian of:**

Print Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Print Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Print Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Print Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

**PHOTO RELEASE**

**Further, Invitee consents to and authorizes Sponsor's reproduction and use or any and all photographs and any other audio-visual materials taken of Participants for promotional materials, new publications, educational activities, exhibitions or for any other use for the benefit of the program. I have read and understand this Photo Release and voluntarily agree to be legally bound to its terms and conditions.**

**Invitee - Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_, 20\_\_\_\_

**Invitee Signature:** \_\_\_\_\_

**FOR MINORS UNDER 18 YEARS OF AGE: By signing this Photo Release, Invitee hereby represents and certifies that is the legal guardian of:**

Print Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Print Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Print Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Print Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_



**Good Hope Equestrian & Regenerative Farm, Inc.**  
**Participant/Rider - Authorization for Emergency Medical Treatment Form**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Physician's Name: \_\_\_\_\_ Preferred Medical Facility: \_\_\_\_\_

Health Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

Allergies to medications: \_\_\_\_\_

Current Medications: \_\_\_\_\_

In the event of an emergency, contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

In the event emergency medical aid/treatment is required due to illness or injury during the process of volunteering, or while being on the property of the agency, I authorize **Good Hope Equestrian & Regenerative Farm, Inc.** to:

1. Secure and retain medical treatment and transportation if needed.
2. Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

**Consent Plan**

This authorization includes x-ray, surgery, hospitalization, medication, and any treatment procedure deemed "lifesaving" by the physician. This provision will only be invoked if the person(s) above is unable to be reached.

Date: \_\_\_\_\_ Consent Signature: \_\_\_\_\_

Client, Parent, or Legal Guardian  
*Signed in the presence of center staff member*

**Non-Consent Plan**

I do not give consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of the agency.

- Parent of legal guardian will remain on site at all times during equine assisted activities
- In the event emergency treatment/aid is required, I wish the following procedure to take place:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Non-Consent Signature: \_\_\_\_\_

Client, Parent or Legal Guardian  
*Signed in the presence of center staff member*