

ROANOKE VALLEY HORSEMEN'S ASSOCIATION, INC.
P.O. Box 1993 ★ Salem, Virginia 24153

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 ("this Agreement") is hereby given by the undersigned to the Roanoke Valley Horsemen's Association, Inc., an equine activity sponsor and/or professional ("sponsor/professional") and to the sponsor/professional as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted ("owner") and each partner, officer, agent, employee, director, shareholder, member, heir, personal representative, successor, and assign of the sponsor/professional and of each owner (who shall be included within the words "sponsor/professional" or "owner" as their relationships may determine) provides as follows:

In consideration for the opportunities provided by the sponsor/professional and each owner to the undersigned "participant" (including any minor participant for whom he signs this Agreement) for the enjoyment of equine activities as a participant, the undersigned "participant" (including any minor participant for whom he signs the Agreement) hereby agrees as follows:

1. This agreement is given under the Virginia Equine Activity Liability Act (code of Virginia 3.1-796.130 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 agreement by reference. This Agreement shall be so construed as to provide to the sponsor/professional the fullest protection of a release, waiver of right to sue and assumption of all risks which is afforded to the sponsor-professional by the Act.
2. All pronouns shall be construed to include the masculine, feminine or neuter as well as the pleural or singular, as may be appropriate to facilitate the construction of the Agreement in the light of the facts presented.
3. The participant hereby acknowledges that he has full and complete notice and understanding of the Act of all the risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property (the "risks"), including, but not limited to:
 - I. the propensity of an equine to behave in dangerous ways or to trip and/or fall;
 - II. the inability of anyone whosoever to predict or foresee the equine's reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, and the effects of such reations;
 - III. the hazards of surface or subsurface conditions, including but not limited to objects or conditions under or protruding from the surface both latent and patent;
 - IV. the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, and other debris and obstacles and any equine activity in connection therewith may foreseeably present;
 - V. the dangers and risks of tack, harness, or vehicles used in equine activity;
 - VI. the risks of falling from or otherwise becoming unstable on an equine or vehicle used in an equine activity for any reason whatsoever of for no identifiable reason;
 - VII. any negligent acts or omission by the sponsor/professional or any owner which causes or results in the death or personal injury of the participant or damage to the participant's property.
4. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against the sponsor/professional and each owner 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 bring any action against the sponsor/professional

and each owner from and WITHHOLD the sponsor/professional and each owner HARMLESS against any such suit or action and he hereby 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 3, above.

5. 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 an equine activity.
6. 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 the sponsor/professional.

I HAVE CAREFULLY READ THE FOREGOING WAIVER AND ASSUMPTION OF RISK AND KNOW THE CONTENTS THEREOF AND I SIGN THIS RELEASE AS MY OWN FREE ACT. This is a legally binding document pursuant to the Equine Activity Liability Act, Section 3.1-796.130 of the Code of Virginia, 1950, et seq. which I have read and understand.

Signature

Date

Telephone

Printed Name

Name of Minor for whom signing (if any)

Complete Address

City

State

Zip

Name of Animal

**PLEASE RETURN THIS FORM WITH
A LEGIBLE, NON-RETURNABLE COPY
OF THE E.I.A. "COGGINS" LAB TEST**