

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
READ BEFORE SIGNING**

PARTICIPANT'S NAME _____ AGE _____
(Please Print) (If under 18)

Name of Parent or Guardian (if participant is a minor) _____
(Please Print)

IN CONSIDERATION of being permitted to participate among and on horses on the premises of Sunset Cove Farm, LLC or Laurie Dryden, Richard Dryden, Harvey Stewart or under the auspices of Sunset Cove Farm, LLC, on **my behalf and on behalf of the participant named above if participant is under the age of 18 years and any family member or spectator accompanying me** (*we will collectively call ourselves "I" in this release*), **I acknowledge, appreciate and agree that:**

1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis or death to horse, rider, or spectator. This risk includes, but is not limited to, my being in the presence of, mounted on and/or leading horses and includes, but is not limited to property damage, injury, or death resulting from the dangers or conditions that are "intrinsic dangers of equine activities". "Intrinsic dangers of equine activities" is defined as those dangers or conditions that are an integral part of equine activities, including but not limited to, (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) 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.

2) By signing this RELEASE OF LIABILITY, I UNDERSTAND AND KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION. I understand that there may be other risks as well and I agree to assume them; I am not relying on Sunset Cove Farm, LLC, Laurie Dryden, Richard Dryden or Harvey Stewart to list all possible risks for me.

3) I will comply with all rules and regulations of Sunset Cove Farm, LLC. If I have any question or observe any unusual or unnecessary hazard during my participation I will immediately notify the nearest instructor, director or manager of Sunset Cove Farm, LLC.

4) I feel that the possible benefits to myself/my son/my daughter/my ward of participation in equine activities or being around horses or on the property of Sunset Cove Farm, LLC, Laurie Dryden, Richard Dryden, or Harvey Stewart are greater than the risk assumed. I hereby, intending to be legally bound, for myself, on behalf of my heirs and assigns, personal representatives, and next of kin release forever Sunset Cove Farm, LLC, Laurie Dryden, Richard Dryden, and Harvey Stewart, their relatives, employees, and affiliated persons from any and all liability, loss, damage, costs, claims, and/or causes of action, including but not limited, to all bodily injuries and property damage I/my son/my daughter/my ward may sustain while participating in Sunset Cove Farm, LLC horsemanship programs or other

activities either on or off site, or while being on or near the premises of Sunset Cove Farm, LLC. I further agree to indemnify Sunset Cove Farm, LLC, Laurie Dryden, Richard Dryden, Harvey Stewart, their employees and affiliated persons and hold them harmless for any liability, loss, damage, cost, claim, judgment or settlement which may be brought or entered against them as a result of participation in horsemanship programs or other activities either on or off site, or while being on or near the premises of Sunset Cove Farm, LLC.

5) I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in horsemanship programs or other activities. I either have appropriate insurance or, in its absence, agree to pay all cost of rescue and/or medical services as may be incurred on my/our behalf.

WARNING: Under Section 3.1-796.132 amended of the Code of Virginia an equine activity sponsor, equine professional or any other person is not liable for an injury or death of a participant resulting from the “intrinsic dangers of equine activities” however informal or impromptu and whether or not a fee is paid to participate in the activity.

This release shall be valid starting from date executed for as long as participant either (1) participates in any activities associated with (2) is on or near the premises of Sunset Cove Farm, LLC or (3) expressly revoked by the participant or Parent or Guardian of a minor. The revocation shall be in writing which shall be delivered to the provider and shall become effective thirty (30) days after delivery to the provider. If participant is a minor, Parent or Guardian executes this agreement on behalf of himself/herself as well as the minor child or legal ward. *(Minors will be required to complete a new form at age 18 or upon change of guardianship.)*

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION BY ANYONE.

X _____ Date Signed _____
Client/Volunteer/Parent or Guardian of Minor (Under Age 18)

X _____
(All must sign if more than one guardian exists)

Received by _____ Date _____