

Glenmore Hunt, Inc. - Notice, Assumption of Risks, Release, Waiver & Indemnity Agreement

(For Secretary's Use Only)

I (herein "I" means each person undersigned) am aware that horseback riding, trail rides, horse shows, foxhunting, and any other equine activity are athletic events that pose potentially serious risks of injuries or death to the participants. I understand that my horse and/or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well - trained, are often unpredictable and often difficult to control.

I accept notice of the provisions of the Code of Virginia "Equine Activity Liability Act": §§ 3.2-6200 through §§ 3.2-6203 (formerly cited as Va. Code Ann. § 3.1-796.130 - 133)

§ 3.2-6200. Definitions. As used in this chapter, unless the context requires a different meaning:

"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.

"Equine" means a horse, pony, mule, donkey, or hinny.

"Equine activity" means (i) 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; (ii) equine training or teaching activities; (iii) boarding equines; (iv) 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; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoofcare, including placing or replacing horseshoes or hoof trimming of an equine; and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

"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: (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine; or (ii) renting equipment or tack to a participant.

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (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.

"Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 3.2-6201. Horse racing excluded. Provisions of this chapter shall not apply to horse racing, as is defined by § 59.1-365.

§ 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.

§ 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:

- 1. Intentionally injures the participant;
2. 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
3. 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.

This document shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by the Glenmore Hunt, Inc., its officers, and its Masters of Foxhounds.

Therefore, with knowledge of the foregoing, and as an inducement for the Glenmore Hunt, Inc., and its Masters of Foxhounds to allow me to participate in equine activities with the Hunt, I hereby expressly and voluntarily:

- (i) assume all of the risks inherent in equine activities;
(ii) release and waive (give up) any and all rights that I or my heirs may have to make a claim against or to sue the Glenmore Hunt, Inc., its agents, employees, members, officers, directors, staff, and/or its Masters of Foxhounds, any other participants, and/or any landowners whose land is used during such equine activities, for any damages, injury, or death which I may sustain or which might occur to any horse I am riding as a result of such equine activities;
(iii) agree to indemnify (Hold Harmless) all of the foregoing persons from any claims that I might make or that might be made on my behalf by others or that might be made against me by others arising from my participation in equine activities with the Glenmore Hunt, Inc., or my following on foot or by automobile, and further agree to indemnify all of the foregoing persons from any and all costs of defending such claims including attorney's fees;
(iv) agree to indemnify (Hold Harmless) all of the foregoing persons from any claims for damages as a result of any injury, death, and/or loss of or damage to personal property arising from my participation in a social function sponsored by the Glenmore Hunt, Inc. or held on its behalf or its benefit, and further agree to indemnify all of the foregoing persons from any and all costs of defending such claims including attorney's fees;
(v) assume the risk of injury or death of any participant due, in whole or in part, to the negligence of the Glenmore Hunt, Inc., its agents, employees, members, officers, directors, staff, and/or Masters of Foxhounds;
(vi) agree that this document does satisfy and shall be construed to be sufficient to satisfy the assumption of risks and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that the Glenmore Hunt, Inc., its agents, employees, members, officers, directors, staff, and its Masters of Foxhounds, and any landowners whose land is used during equine activities are all covered by the provisions of that Act;
(vii) agree that this document shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where the injury, death, and/or loss may occur; and
(viii) agree that in the event that any portion of this document shall be declared unenforceable, such declaration shall not affect the remaining portions of this document, which shall survive intact and shall remain enforceable.

If a rider is a minor or otherwise under a legal disability, this document shall be signed by (1) the rider and (2) by the rider's parent or legal guardian or by a person authorized to sign on behalf of the rider's parent or legal guardian. By signing, the parent or legal guardian or such authorized person:

- (i) waives the parent's/guardian's and the rider's rights to sue the persons named in the preceding paragraph;
(ii) agrees that all of the provisions of the preceding paragraph shall apply to the child, war parent and/or legal guardian; and
(iii) represents and warrants that I am the parent or legal guardian of the rider or a person authorized to sign this document on behalf of the rider's parent or legal guardian.

BY SIGNING THIS DOCUMENT, I UNDERSTAND THAT I AM GIVING UP (RELEASING AND WAIVING) ANY RIGHT I HAVE TO SUE OR TO MAKE A CLAIM THAT I MIGHT HAVE OR THAT MIGHT LATER ARISE OR OCCUR AGAINST THE GLENMORE HUNT, INC., ITS AGENTS, EMPLOYEES, MEMBERS, OFFICERS, DIRECTORS, STAFF, MASTERS OF FOXHOUNDS, AND/OR OTHER PARTICIPANTS, AND/OR LANDOWNERS (THEIR FAMILIES, EMPLOYEES OR TENANTS) OVER WHOSE LAND I RIDE FOR ANY INJURIES I MIGHT SUSTAIN WHILE PARTICIPATING IN EQUINE ACTIVITIES, OR FOLLOWING THE HOUNDS, OR PARTICIPATING IN THE HUNT'S SOCIAL ACTIVITIES, AND THAT I AM AGREEING TO INDEMNIFY (HOLD HARMLESS) THOSE SAME PERSONS AGAINST ALL CLAIMS ARISING FROM MY PARTICIPATION IN ANY OF THE HUNT'S EQUINE ACTIVITIES AND/OR SOCIAL FUNCTIONS. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND TO PROVIDE THE INDEMNITY AGREEMENT; AND I DO SO VOLUNTARILY.

Date Signature of Parent or Minors Legal Guardian
Signature of Rider Parent/Guardian Clearly Print Full Name
Rider Clearly Print Full Name Riders Hunt Club Affiliation (Hunt Membership), if any