

# Virginia Trail Riders, Inc.

## WAIVER OF LIABILITY

I understand that Virginia law provides me with a right to bring suit against persons that I believe to have injured me or to have contributed to the cause of an injury that I sustain. **I want to give up that right in exchange for being permitted to participate in an equine activity sponsored by Virginia Trail Riders, Inc. (VTRI).**

This equine activity involves riding cross country over steep and rough terrain on horses, ponies or other equines and may involve riding alone and/or in a group of other riders.

I understand that this activity is potentially dangerous and that by participating in it, I could be seriously injured or even die.

**I am voluntarily assuming the risk of potential serious injury or death associated with this activity.**

I understand that this document is a valid and binding contract between me and the sponsor of the activity. I am giving up my rights to bring suit against the activity sponsor voluntarily. I agree that the terms "activity sponsor" include VTRI, its Officers, Directors, Members, Employees, Agents, Successors, Heirs and any Volunteers assisting with the activity or Land Owners on whose land the activity is conducted. specifically including but not limited to:

David Guyre

John Phillips

Kevin and Sue Eley

Nature Conservancy

Preserve Community Assoc. ( Natural Retreats)

The Omni Homestead Resort

I understand that the following Virginia law applies to me and my participation in this activity:

Except as provided in § 3.1-796.133, 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 § 3.1-796.133, 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.

Except as provided in § 3.1-796.133, 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.

I have been given notice of the risks inherent in and intrinsic dangers of equine activities. *According to Virginia law, "Intrinsic dangers of equine activities" means* 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.

If someone else brings suit against the equine activity sponsor on my behalf or on behalf of the minor child participant that I am the parent or legal guardian of, I will indemnify and hold harmless the equine activity sponsor from any expenses it incurs in connection with any suit, including but not limited to paying in full reimbursement for any loss, claim, judgment, costs of defense and attorney's fees.

**CAUTION: READ CAREFULLY BEFORE SIGNING**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

If I am the parent or legal guardian of a minor child participating in this activity, I understand that the terms "I" and "me" as used in this Waiver are meant to apply to the minor child participant of whom I am the parent or legal guardian. I have the legal right to sign this Waiver Agreement on behalf of this child. I am expressly agreeing to assume the risks outlined herein on behalf of the child and I am expressly agreeing to be bound to each and every term of this Waiver Agreement.

Parent or legal guardian must sign in addition to Participant under age 18

**BOTH PARENTS WITH LEGAL CUSTODY OF PARTICIPANT MUST SIGN**

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed Name

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed Name