

RELEASE AND HOLD HARMLESS AGREEMENT

NOTICE: Under Virginia Law: "A. ...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, ... 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. ...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."

CODE OF VIRGINIA § 3.1-796.132 (1991, c. 358; 2003, c. 876.)

1. I, _____ ("Participant"), [if applicable: as the parent/legal guardian of _____, who is a minor] have read and understand, and freely and voluntarily enter into this RELEASE AND HOLD HARMLESS AGREEMENT ("Agreement") with ECC Stables, LLC, Michelle Mullins (manager), Ed Connor (owner) and the Connor family, their heirs, agents and employees, including but not limited to any instructors (whether visiting or fully employed), clinicians, working students, and farm laborers, collectively referred to as "Equine Professionals," understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies) regarding Participant's participation in any and all equine activities with the above Equine Professionals held both on and off the premises of ECC Stables, LLC, located at 25107 Orange Springs Rd., Unionville, VA, 22567.

2. I have read and fully understand the "WARNING" posted above. I further acknowledge that I have read and understand the attached copy of the EQUINE ACTIVITY LIABILITY ACT, Va. Code Ann. § 3.1-796.130 (1994), ("EALA").

3. I understand the potential dangers that I as Participant (or my minor child) could incur in grooming, mounting, riding, walking, feeding and otherwise interacting with equines, including interactions between equines. I further acknowledge and understand the following:

- (a) the propensity of an equine to behave in dangerous ways or to trip and/or fall which may result in injury, or death to myself, my minor child, any visitor or bystander, or damage to property;
- (b) the inability to predict an equine's reaction to sound, weather conditions, movements, objects, persons and other animals, including other equines;
- (c) the hazards of surface or subsurface conditions whether known or unknown that can contribute to an equine's behavior; including but not limited to the hazards which rocks, hills, fences, trees, stumps, logs, bridges, ditches, mud, gravel, and other debris or obstacles, whether foreseeable or not, that can influence or contribute to an equine's behavior or affect any equine activity;
- (d) the dangers and risk of tack, harness and other equipment slipping or breaking for whatever reason.
- (e) the danger associated with the experience level of myself, my minor child or any guest or bystander, including the dangers associated with any known or unknown illness or health condition of myself, my minor child, or any guest or bystander that can influence or contribute to an equine's behavior or affect any equine activity.

Understanding those above risks I hereby release the Equine Professionals, and anyone else directly or indirectly connected with ECC Stables, LLC, Michelle Mullins, Ed Connor and the Connor family,

whether named or unnamed in this Agreement, from any liability whatsoever in the event of injury, death or damage of any nature to me as Participant (or my minor child), and/or any visitor or bystander with me caused by or incidental to my equine activities.

4. I further voluntarily agree and warrant to Release and Hold Harmless all Equine Professionals from any liability whatsoever; including without limitation, injuries, death or property damage to Participant or any assistant, visitor or spectator from all equine activities including but not limited to: mounting; riding; driving; jumping; hunting; playing polo; dismounting; walking; grooming; feeding; training; or the assistance and/or instruction regarding any of the aforementioned activities; use of horse barn, pasture, paddock, trails or riding arena, in any capacity; falling off equine whether equine bucked, flipped, spooked or otherwise behaved in a way that caused me, or my minor child, to fall; or my failure to understand any Equine Professionals' directions relating to my riding or otherwise use and control, of my equine or any equine on the premises that I am authorized to or voluntarily will handle, whether or not said equine is owned by ECC Stables, LLC, or any other Equine Professional.

5. I understand and recognize and warrant that this Agreement is being voluntarily and intentionally signed and agreed to, and that in signing this Agreement I know and understand that the Agreement may further limit the liability of Equine Professionals beyond that statutorily provided by the above referenced EALA; to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property. This Agreement shall be effective for five (5) years from the date signed, unless revoked in writing.

6. I also freely and voluntarily enter into a Mediation Agreement concerning any equine activity incidents relating to or allegedly involving any Equine Professional associated with ECC Stables, LLC, whether named or unnamed, in this Agreement. The parties agree that any action under this Agreement shall be mediated before any litigation shall take place. Both parties reserve the right to pursue litigation only after any mediation attempts fail.

7. I expressly agree that this Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that the Equine Professionals, whether named or unnamed, in this Agreement are covered by the provisions of that Act. This Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

8. Participant is required to wear a properly fastened, ASTM-approved protective helmet and hard-soled, heeled footwear at all times while riding horses. Participant expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.

[CAUTION: READ DOCUMENT IN ITS ENTIRETY BEFORE SIGNING]

Participant Signature : _____

Date: _____

Printed Name of Participant: _____

If Participant is a minor, Parent/Guardian:

Guardian Signature: _____

Date: _____

Printed Name of Guardian: _____

CODE OF VIRGINIA

TITLE 3.1. AGRICULTURE, HORTICULTURE AND FOOD
CHAPTER 27.5. EQUINE ACTIVITY LIABILITY ACT

Va. Code Ann. § 3.1-796.130 through § 3.1-796.133 (2003)

§ 3.1-796.130. 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, but not limited to, 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 but not limited to 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 but not limited to 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 but not limited to stables, clubhouses, ponyride strings, fairs, and arenas at which 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 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.

"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.

§ 3.1-796.131. Horse racing excluded.

The provisions of this chapter shall not apply to horse racing, as that term is defined by § 59.1-365.

§ 3.1-796.132. Liability limited; liability actions prohibited.

A. 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.

B. 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. 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.

§ 3.1-796.133. 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 § 3.1-796.132; 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.