



# Silver Fox Farm

17445 Dry Mill Road, Leesburg, VA 20175

## Horse Riding Agreement and Liability Release Form

**THIS FORM MUST BE COMPLETED BY AND FOR EACH PARTICIPANT (hereinafter known as "RIDER")**

Silver fox farm and Donald J. Kuney PREMISES OWNERS NAME hereinafter known as "THIS STABLE"

LOCATION OR ADDRESS: 17445 Dry Mill Road, Leesburg, VA. 20175

IT IS HEREBY AGREED TO AS FOLLOWS: THAT

A. **REGISTRATION OF RIDERS AND AGREEMENTS PURPOSE:** I, the following listed individual hereinafter known as the 'RIDER', and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on THIS STABLE'S premises, and that this RIDER will ride his/her own horse or one borrowed or leased by RIDER'S own arrangement, today and on all future dates:

RIDER NAME _____	AGE (if minor) _____
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- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** - This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. Any disputes by the RIDER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. The term 'HORSE' herein shall refer to all equine species. The term 'HORSEBACK RIDING' herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term 'RIDER' shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms 'I', 'me', 'my' shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.
- C. **ACTIVITY RISK CLASSIFICATION** - Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.
- D. **RISKS INHERENT IN RIDING HORSES** - No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2' to 5 1/2' feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker animal (human) tries to impose its will on, and become one unit of movement with another much larger, stronger animal with a mind of its own (horse) and each had a limited understanding of the other. Horses have a propensity to behave in dangerous ways which may result in injury to the rider. For example, if a horse is frightened by a loud noise, a sudden movement, strange objects, persons or animals or provoked, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.
- E. **RIDER RESPONSIBLE** - Upon mounting a horse and taking up the reins the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain in balance aboard the moving animal. The RIDER shall be responsible for his/her own safety.
- F. **CONDITIONS OF NATURE** - THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, or other creatures that may walk, run, fly near, bite and/or sting a horse or person; and irregular ungroomed or wild land, with or without hidden holes (gopher/ground hog) that is subject to constant change in condition according to weather, temperature, and natural and manmade changes in landscape.
- G. **INSPECTION OF PREMISES** - RIDER has inspected THIS STABLE'S facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon THIS STABLE'S premises.
- M. **ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE** - Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expense. My accident/medical insurance company is \_\_\_\_\_ and my policy number is \_\_\_\_\_. Should my actions or that of my horse cause injury or damage of any kind I and/or my own personal liability shall pay for such damages. My personal liability insurance company is \_\_\_\_\_ and my policy number, is \_\_\_\_\_.
- L. **PROTECTIVE HEADGEAR and FOOTWEAR WARNING** - I have been fully warned and advised by THIS STABLE that the RIDER should purchase and MUST wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Riding boots and/or riding shoes, both with heels are also mandatory.
- J. **LIABILITY RELEASE** - In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, members, premise owners, insurers, and affiliated organizations from legal liability due to THIS STABLE'S ordinary activity; and do further agree that except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.
- K. **VIRGINIA EQUINE LIABILITY ACT** - Premises owner is a limited liability corporation and as such does not fall into the category of 'Equine Professionals' and/or 'Equine Activity Sponsors' as defined by the Virginia Equine Liability Act (See Section 3.1-796-130. DEFINITIONS). Nevertheless, the premises owner has required the execution of this Release for the purposes of complying with the 'Virginia Equine Liability Act', Section 3.1-796.132 of the 1950 Code of Virginia, as amended.