

RELEASE AND WAIVER OF LIABILITY
To Double D Arena, LLC

I am aware that horseback riding and other equine activities are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse 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 are often difficult to control.

With this waiver I accept notice of the provisions of the Equine Activity Liability Act §3.1-796.130 through §3.1-796.133 of the Code of Virginia, 1950, as amended which state that the risks inherent in equine activities include:

- (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant;
- (ii) the inability to predict an equine's reaction to sound, movements, objects, persons or animals;
- (iii) the hazards of surface or subsurface conditions.

The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing with receipt acknowledged by the stable.

Furthermore, with this waiver, I expressly assume the risk of injury or death due to negligence by Double D Arena, LLC, its owners, agents, employees, participants and staff or any landowners over whose land I ride or horseowner whose horse I may ride, for my own safety or for the safety of my minor child.

With the knowledge of the foregoing, and as an inducement for Double D Arena, LLC to allow me to participate in horseback riding events, rodeo events (including, but not limited to, barrel racing and team roping), and other equine activities, I hereby agree to waive or release any and all rights that I, my heirs, or assigns may have to make a claim against Double D Arena, LLC, its owners, agents, employees, participants and staff or any landowners over whose land I ride, or any horseowner whose horse I may ride, arising from any damages, injury or death which I might sustain or which might occur to any horse I am riding as a result of my horseback riding. I further agree to indemnify and hold harmless all of the foregoing from any claims which I might make or which might

be made on behalf by others or which might be made against me by others, arising from these activities. Furthermore, I agree to indemnify all of the above individuals for any injury, death, loss or damage to any personal property which might occur during an equine activity, including, but not limited to, those as defined by §3.1-796.130 of the Code of Virginia, 1950, as amended.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST THE ABOVE INDIVIDUALS, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

Participant (sign)

Date

Participant (print)

Date

Parent or Guardian Release or Waiver

I am the parent or guardian of _____, a minor child, and on the minor's behalf and on my behalf and on behalf of other parents or guardians of the minor, I accept the release and waiver of liability at the top of this form as inducement for allowing my child, or this minor to participate in the above activities. I further authorize any emergency medical care which may be necessary. I represent and warrant that I have the authority to give this release.

Parent or Guardian (sign)

Date

Parent or Guardian (print)

Date