

**RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK AGREEMENT  
(Read Carefully Before Signing)**

1. **RISK OF SERIOUS INJURY.** I understand that the risk of injury from participation in this program is significant, including the potential for permanent disability, paralysis and death, and while particular rules, equipment, staff attention and personal discipline may reduce this risk, the risk of serious injury does exist. I further understand that there are inherent risks and intrinsic dangers associated with equine activities and that those risks include, but are 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. I hereby agree that I (and/or my child/ward) am participating voluntarily, FULLY AWARE OF THE DANGER AND RISK INVOLVED. I KNOWINGLY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES (AS DEFINED IN #3) OR OTHERS, and assume full responsibility for my participation. I further waive all right to sue for injuries, death, loss, or damage cause by such risks. This Release of Liability, Waiver and Assumption of Risks shall specifically apply to me and any and all minor children and/or wards, in accordance with the terms of § 3.2-6202 of the Virginia Code, and shall be construed to comply with the exculpatory terms of the Equine Activity Liability Act (Title 3.2 under Chapter 62, § 3.2-6200 *et. seq.*)
  
2. **CONDUCT.** I hereby acknowledge and agree to abide by the program's rules of conduct and other terms and conditions for my participation in this program. Further, I agree to be responsible for any conduct violation by its effects and me.
  
3. **RELEASE.** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby RELEASE AND INDEMNIFY AND HOLD HARMLESS KELLY'S FORD, INC and its employees, owner, agents, representatives and any and all associates, the owners or lessees of other premises used, and other participants (collectively, the "Releasees"), WITH RESPECT TO ALL CLAIMS, COSTS AND CAUSES OF ACTION (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH ANY INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSONS OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, IN CONNECTION WITH THE PROGRAM.
  
4.  **PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE request to wear protective headgear which THIS STABLE provides.  
 **PROTECTIVE HEADGEAR REFUSAL:** I/WE refuse to wear any type of protective headgear or will provide MY/OUR own. I/WE accept full responsibility for MY/OUR safety in this decision.
  
5. **PROMOTIONS.** I hereby authorize Kelly's Ford, Inc to utilize my photographic or video likeness in the promotion of its programs.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. **This document is intended to be a waiver of rights to sue and an assumption of risk with the meaning of the Equine Activity Liability Act, Virginia Code § 3.2-6200 and following. This Release of Liability, Waiver and Assumption of Risk Agreement is intended to be as broad and inclusive as possible permitted under the law of the Commonwealth of Virginia.** WARNING: Under Virginia law, an equine activity sponsor or an equine professional is not liable for injury to or the death of a member in an equine activity resulting from the intrinsic dangers of the equine activity. Code of Virginia, Title 3.2, Agriculture, Animal Care and Food, Chapter 62, Equine Activity Liability Act, including all, but not limited to, § 3.2-6200 through § 3.2-6203.

Participant's Signature: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Participant's Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
In case of emergency, please notify: Name \_\_\_\_\_ Phone: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (under age 18)**

This is to certify that I, as the parent or guardian with legal responsibility for this participant, do consent and agree to all the terms and conditions of this Release of Liability, Waiver and Assumption of Risk Agreement on behalf of said participant.

Printed Name(s) and Age(s) of Minor(s): \_\_\_\_\_  
Parent or Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent or Guardian's Printed Name: \_\_\_\_\_  
Parent or Guardian's Address: \_\_\_\_\_