



## BEVERLY EQUESTRIAN

### Release, Waiver of Right to Sue, and Assumption of All Risks

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Waiver ("Waiver") is given in part under the VIRGINIA EQUINE ACTIVITY LIABILITY ACT (Code of Virginia Section 3.2-6300 *et seq.*) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Waiver by reference. This Waiver shall be so construed as to provide to Darrin Mollett, Bill Ballhaus, Beverly Polo, LLC, and/or Beverly Equestrian, LLC, (each an Equine Activity Sponsor and/or Equine Professional as those terms are defined in the Act), and their owners, managers, employees, agents, heirs, and successors and assigns (hereinafter individually or collectively referred to as "Beverly") the fullest protection of a release, waiver of right to sue and assumption of all risks that is afforded to Beverly by the Act and by general law.

In consideration for and for the purpose of participating in any Equine Activity, as that term is defined in the Act, and including but not limited to, coming into contact with horses, land, jumps, equipment, or facilities either owned or controlled by Beverly, and/or receiving training or instruction from the agents or employees of Beverly, the undersigned (including any minor in whose behalf the undersigned signs this Waiver, hereinafter referred to as the "Participant") hereby agrees as follows:

The Participant hereby acknowledges that Participant has full and complete notice and understanding of the Act and that Beverly shall not be liable for an injury to or death of Participant resulting from the intrinsic dangers of equine activities and, except as provided in the Act, 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.

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (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.

The Participant hereby releases and waives all rights that Participant may have or hereafter have against Beverly for death, personal injury or property damage that is in any way associated with the intrinsic dangers of equine activities; Participant does hereby waive Participant's right to sue or to bring any action against Beverly in connection therewith; Participant agrees to indemnify and defend Beverly from and to hold Beverly harmless against any such suit or action; including reimbursement of legal fees associates with the defense of any claim, and Participant hereby expressly assumes all risks and dangers

of death, personal injury and property damages that are in any way associated with the intrinsic dangers of equine activities enumerated above.

The Participant hereby authorizes and consents to any emergency medical care that may at the time appear reasonable and appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an Equine Activity and assumes the costs associated with any such care. Participant also releases and waives all damages, claims and/or causes of action that Participant may have resulting from any emergency medical care administered by Beverly.

This Waiver shall remain valid and in full force and effect from and after the date noted at the signature of the undersigned until expressly revoked by the undersigned in a written notice personally delivered to Beverly.

To the extent possible, this Waiver shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Waiver shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of the Waiver shall continue in full force and effect.

If this Waiver is executed by the undersigned for and on behalf of a minor participant named below, the undersigned hereby warrants and represents that he or she is in fact the parent or legal guardian of such minor, with full rights of custody and control; that this Waiver is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns; and the undersigned further agrees that this Waiver shall also be as fully binding on the undersigned as if it were entered into solely on his or her own behalf.

This Waiver shall be binding upon the heirs, personal representatives, successors and assigns of the Participant and the undersigned.

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| Participant Signature | Parent/Guardian Signature |
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|------------------------|---------------------------------|
| Print Participant Name | Print Parent/Guardian Signature |
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Date: \_\_\_\_\_ Date: \_\_\_\_\_

IN CASE OF EMERGENCY: Please contact \_\_\_\_\_ at \_\_\_\_\_.  
NAME CELL