



**EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS
AND INDEMNITY AGREEMENT**

This Express Assumption of Risk, Release of Liability, Waiver of Claims, and Indemnity Agreement (the "Agreement") is entered into by the undersigned in favor of the Warrenton Pony Show, and their respective owners, officers, members, employees and agents (collectively the "Released Parties" and each, a "Released Party"). In consideration for my being permitted to work and/or volunteer at the Warrenton Pony Show, I acknowledge and agree as follows:

1. *Acknowledgment of Dangerous Activity:* I acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers and intrinsic risks inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I recognize that even the best trained horses can and often do react rapidly in an unpredictable way to a variety of stimuli and even for no apparent reason at all. I understand that the actions of any other person or animal cannot necessarily be controlled and that my safety cannot be guaranteed while working at the Warrenton Pony Show. I understand that there is a risk of serious physical harm and nonetheless choose to work and/or volunteer at the Warrenton Pony Show.
2. *Assumption of Risk:* Understanding the risks involved, I voluntarily choose to work and/or volunteer at the Warrenton Pony Show and to be around horses, and EXPRESSLY ASSUME the associated risks, including the risk of injury and death, whether caused by the negligence of any of the Released Parties or any other cause. I accept full and complete responsibility for the safety of myself, any guests or observers accompanying me or present at my invitations.
3. *Unpredictable Causes and Personal Responsibility:* I understand that injuries and harm may result from working with and around horses from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes which are not necessarily predictable.
4. *Release and Waiver of Claims:* On behalf of myself, my heirs, successors in interest, guardians, legal representatives, personal representatives and assigns, and to the extent permitted by law, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE DESTRUCTIONS OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUFFERED OR SUSTAINED BY ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY WORKING AND/OR VOLUNTEERING AT THE WARRENTON PONY SHOW, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASED PARTIES OR OTHERWISE, provided, however,

nothing contained herein shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

5. *Promise Not to Bring Suit:* I hereby agree that I, my heirs, successors in interest, guardians, personal representatives, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either in my name or their own name, for any loss or damage arising or resulting directly or indirectly from my working and/or volunteering at the Warrenton Pony Show or my presence at the Released Parties' premises.
6. *Indemnification:* I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to attorney's fees arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my property or others' property which might result, directly or indirectly, from my working and/or volunteering at the Warrenton Pony Show.
7. *Unforeseeable Events:* I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer as a result of my working and/or volunteering at the Warrenton Pony Show may not be entirely foreseeable. I do realize that the extent of loss possible includes serious bodily injury or even death. With regard to injury or damage resulting from my working and/or volunteering at the Warrenton Pony Show, it is foreseeable that I may suffer serious damage or injury, or even death.
10. *Virginia Law; Jurisdiction:* The terms of this Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Virginia, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. I further understand that the terms of this Agreement mean that I am waiving certain important rights that I might otherwise have under the law.
11. *Severability:* I agree that this Agreement is intended to be as broad and inclusive as is permitted by Virginia law. If any portions of this Agreement are determined to be invalid, illegal or unenforceable, the remaining terms of this Agreement shall not be affected or impaired in any way and shall continue in full force and effect.
12. *Representations and Warranties:* I hereby warrant that:
 - A. I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON. I AM OVER THE AGE OF 18.
 - B. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION OF ALL CLAIMS.

C. I HAVE READ THIS AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW AND MY INITIALS ON EACH PAGE ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE MY QUESTIONS ANSWERED TO MY SATISFACTION.

_____ (SEAL)

Name: _____

Address: _____

Phone Number: _____

Date: _____

Parent or Guardian Release or Waiver

I am the parent or guardian of _____, a minor, and on the minor's behalf and on my behalf and on behalf of all 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 work and/or volunteer at the Warrenton Pony Show. I further authorize any emergency medical care which may be necessary. I represent and warrant that I have the authority to give this release.

The undersigned Parent or Legal Guardian of the minor child _____ (the "Minor") agrees:

1. To the extent permitted by law, to waive the rights of myself and all other parents or guardians of the Minor, and of the Minor, to sue the Warrenton Pony Show, its officers, directors, managers, employees, agents, successors, and assigns; and
2. To assume, on behalf of all other parents, guardians, and the Minor the risks set forth in this release, in addition to all other risks of working and/or volunteering at the Warrenton Pony Show; and
3. To indemnify and hold harmless the Warrenton Pony Show, its officers, directors, managers, employees, agents, successors, and assigns, from any loss, claim, suit, or judgment, including, but not limited to, the costs of defending any such claims, including, attorneys' fees, resulting from any injury, death, loss, or damage sustained or claimed by Minor or Minor's personal representative.

This Agreement shall be governed by the laws of the Commonwealth of Virginia.

In the event any portion of this Release shall be declared invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions of this Release shall remain in full force and effect.

The undersigned represents that he or she has the authority to sign this release.

Parent or Legal Guardian

Date: _____