

Blue Ridge Farms - Kenny Mooty, Debbie Mooty & Jessica Wright

RELEASE, WAIVER of RIGHT TO SUE and ASSUMPTION OF ALL RISKS for land use and all equine activities

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of all risk (hereinafter "Agreement") is hereby given by the undersigned to Blue Ridge Farms, Kenny Mooty, Debbie Mooty, and Jessica Wright, and its agents, employees, members, officers, directors, and staff, any equine activity sponsors, to the sponsor as agent for and for the benefit of land owner (Kenny Mooty) upon which an equine activity to which this Agreement relates is conducted (hereinafter "land owner") and each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor, and assign of the sponsor of each owner, and provides as follows:

In consideration for the opportunities provided by Blue Ridge Farms, sponsors, and owners to the undersigned, including any minor in whose behalf the undersigned signs this Agreement (hereinafter "Participant") for the enjoyment of equine activities as Participant, the undersigned, including any minor participant for whom signs this agreement, hereby acknowledges and agrees as follows:

1. This agreement is given in part under the VIRGINIA EQUINE ACTIVITY LIABILITY ACT (Section 3.1-796.130 et seq of the Code of Virginia, 1950 as amended) as it may now provide or be hereafter amended (hereinafter "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated by reference into this Agreement. This Agreement shall be so construed as to provide to Blue Ridge Farms, Kenny Mooty, sponsor and owner the fullest protection of a release, waiver of right to sue, and assumption of all risks as is afforded by the Act and by common law.
2. All pronouns shall be construed to include the masculine, feminine, neuter, plural or singular, as may be appropriate to the construction of this Agreement.
3. The Participant hereby acknowledges he has full and complete notice and understanding of the Act and of all the risks inherent in equine activities. Equine activities may cause, contribute to or result in the death or personal injury of the Participant or damage to the participant's property (hereinafter "risks"). Such risks include, but are in no way limited to, the following:
 - (i) the propensity of an equine to behave in dangerous ways or to trip and/or fall;
 - (ii) the inability of anyone whomsoever to predict or foresee an equine's reaction to weather conditions, sound, movements, objects, vehicles, persons, animals, reptiles, birds, insects or even weather conditions, and the effect of such reactions;
 - (iii) the hazards of surface or subsurface conditions, including but not limited to, patent and latent objects or conditions on, under or protruding from the surface;
 - (iv) hazards, foreseeable or unforeseeable, presented by rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, bodies of water, debris and obstacles, and any equine activity in connection therewith;
 - (v) the dangers and risks of tack, harness, or other equine equipment slipping or breaking, for whatever reason;
 - (vi) the dangers and risks of one becoming entangled in tack, harness, equine equipment, or vehicles used in an equine activity.
 - (vii) the risks of falling from or otherwise becoming unstable on an equine or on a vehicle used in an equine activity, with or without reason;
 - (viii) the dangers of being struck by an equine, another participant, a dog, or any other animal;
 - (ix) any negligent act or omission by Kenny Mooty or Blue Ridge Farms, sponsors, owners, or agents which causes or results in the death or personal injury of the Participant or damage to the Participant's property
 - (x) all other risks associated with horseback riding and related activities such as lessons, camps, trail rides and other.
4. The Participant hereby releases and waives all rights which may have or hereafter have against Kenny Mooty, Blue Ridge Farms, sponsors, owners, or agents for death, personal injury and/or property damage which is in any way associated with the Risks.
5. The Participant does hereby waive his/her right to sue or to bring any action against Kenny Mooty, Blue Ridge Farms, sponsors, agents or owner in connection with the Risks.
6. The Participant agrees hereby to indemnify and defend and hold harmless Blue Ridge Farms, Kenny Mooty, sponsors, agents, and owners from any such claims and suits or actions, including reimbursements of all reasonable legal fees associated with the defense of any such claims, suits, or actions.
7. The Participant hereby expressly assumes all risk and dangers of death, personal injury, and/or property damage that are in any manner associated with the Risks enumerated, without limits, above.
8. The Participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate and necessary under the circumstances as a result of injury or illness caused by or incurred during the course of an equine activity.

9. This agreement shall remain valid and in full force and effect from and after the date listed below the signature of the Participant until it is expressly revoked by the same, in a written notice personally delivered to Debbie Mooty, Kenny Mooty or agents of Blue Ridge Farms at which time Participant is no longer eligible to be on premises for any reason.
10. The agreement shall be construed so as to render it, in its entirety and each provision, fully enforceable. If any provision of this agreement is found to be unenforceable, such unenforceable portion shall be struck and the remainder of the agreement shall remain in full force and effect.
11. If this agreement is executed by the undersigned for an on behalf of a minor participant, as named below, the undersigned hereby warrants and represents the following:
 - (i) that he is the legal parent or guardian as defined by state law, of such minor, with full rights of custody and control;
 - (ii) that this agreement is given on behalf of and is intended to be binding upon the below named minor participant, his heirs, personal representatives, successors, and assigns;
 - (iii) the undersigned further agrees that this agreement shall also be as fully binding upon the undersigned as if he had signed on his own behalf.

This agreement shall be binding on the heirs, person representatives, successors and assigns of the participant. By signing this agreement, I acknowledge I have fully read and fully understand the foregoing agreement, equine liability release, waiver of right to sue and assumption of all risks. I have consulted and relied up my own advisors on all questions in connection therewith and I have not relied upon Kenny Mooty, Debbie Mooty, Jessica Wright, Blue Ridge Farms, sponsors, agents, or owners for any advice or explanation in connection with this agreement.

LIABILITY RELEASE FORM

I, the undersigned, understand there are risks of injury and death inherent in all equine activities, including the event named above. Such risks include, but are not limited to: (i) the propensity of an equine to behave in dangerous ways which may result in injury to or death of a participant(s) in such activities; (ii) the inability to predict an equine's reaction to sound, movements, objects, persons or animals, and (iii) the hazards of surface or subsurface conditions. I assume all risks of injury, death and/or injury or damage to property, including equines, associated with participation in equine activities. I waive all rights to sue Kenny Mooty, Debbie Mooty, Jessica Wright, Blue Ridge Farms, agents, sponsors, owner, volunteers, employees, judges, or stewards of this event for injury to or death of me, or, where applicable, to a minor participant named below and/or for injury or damage to property, including equines. I agree to indemnify and hold harmless the foregoing parties from and against any and all such claims of injury, death, or damage. This Liability/Release form is to be construed in accordance with, and to be as broad as permitted by, the Equine Activity Liability Act set forth in the Virginia Code.

If an emergency should arise contact information, please contact:

Name: _____ Phone: _____

I give permission for First Aid to be administered at the barn, such as band-aids, emergency response efforts for cuts and bruises. Yes _____ No _____

Medical Alerts: (such as bee allergies, etc.): _____

Medications I allow my minor participant to take in my absence: _____

Other instructions: _____

Printed Name of Participant: _____

Participant's Signature if 18 years or older: _____

Parent/Guardian's Signature if UNDER 18 years of age: _____

Date Agreement Signed: _____

Printed Name of Parent/Guardian: _____

Relationship to minor participant: _____

Address: _____

Phone Number: _____