

EQUINE and OX ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS

This Equine and Ox Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement ("this Agreement") is hereby given by the undersigned to Sayre O. Graves, William A. Winston, and all owners of properties adjacent to Glenarvon Farm, including John and Laura Easter ("**owner**"); equine or ox activity sponsors and/or equine activity professionals (in each case, the "**sponsor**"), and to the sponsor as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted (also "**owner**"); and each other person who is going to, engaging in, (whether as a participant, observer, passenger, or in any other fashion), or returning from a equine or ox activity in which the undersigned is in any way engaged ("**other participant**") and each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the sponsor and of each owner and other participant (who shall be included within the words "sponsor," "other participant" or "owner" as their relationships may determine), and provides as follows:

In consideration for the opportunities and association provided by the sponsor, other participants, and owners to the undersigned, (including any minor in whose behalf the undersigned signs this Agreement) (the "**participant**"), for the enjoyment of equine and ox activities as participant, the participant, including any minor participant for whom he signs this Agreement, hereby agrees as follows:

This Agreement is given in part under the Virginia Equine and Ox Activity Liability Acts (Code of Virginia Section 3.2-6200, et seq. and Section 3.2-6300, et seq.) as they may now provide or be hereafter amended (collectively, the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be construed to provide to the sponsors and owners at least the fullest protection of a release, waiver of right to sue and assumption of all risks that is afforded by the Act and by general law.

All pronouns shall be construed to include the masculine, feminine or neuter as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.

The participant hereby acknowledges that he has full and complete notice and understanding of the Act and of all the risks inherent in equine or ox activities that may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property (the "Risks"). These risks include, but are not limited to: (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 excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, reptiles, birds or insects, and the effects of such reactions; (iii) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under or protruding from the surface both latent and patent; (iv) collisions with other animals or objects; (v) the potential of any 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; (vi) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, rivers, bodies of water, abandoned canals, holes, railroad and roadway crossings, debris and obstacles, and any equine activity in connection therewith, may foreseeably or unforeseeably present; (vii) the dangers and risks of tack or harness slipping or breaking for whatever reason; (viii) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity; (ix) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason; (x) the dangers of being struck by an equine, by rider or by a hound; (xi) any negligent act or omission by the sponsor or any owner which causes or results in the death or personal injury of the participant or damage to the participant's property; and (xii) all other risks associated with fox hunting, horseback riding, driving or riding in carriages, cattle and oxen behavior, and related activities, including participating by being an observer.

The participant hereby releases and waives all rights which he may now or hereafter have against the sponsor, each other participant, and each owner for death, personal injury or property damage which is in any way associated with the Risks; he does hereby waive his right to sue or to bring any action against the sponsor, each other participant, or any owner in connection therewith; he agrees to indemnify and defend the sponsor, each other participant, and each owner from and to hold each of them harmless against any such suit or action; including reimbursement of legal fees associated with the defense of any claim, and he hereby expressly assumes all risks and dangers of death, personal injury and property damage that are in any way associated with the Risks enumerated above.

The participant hereby authorizes and consents to any emergency medical, human or veterinary, care that may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine or ox activity.

This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the undersigned until expressly revoked by the undersigned in a written notice delivered to William A. Winston, 1853 Glenarvon Drive, Bremono Bluff,

VA 23022.

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

If this Agreement is executed by the undersigned for and on behalf of a minor participant named below, the undersigned hereby warrants and represents that he is in fact the parent or legal guardian of such minor, with full rights of custody and control; that this Agreement 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 Agreement shall also be as fully binding on the undersigned as if it were entered into solely on his own behalf.

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

The undersigned has fully read and fully understands the foregoing equine and ox liability release, waiver of right to sue and assumption of all risks, has consulted and relied upon his own advisors on all questions in connection therewith, and has not relied upon the sponsor or any owner for any advice or explanation in connection therewith.

**-ADULT PARTICIPANTS ONLY HERE-
-MINORS USE NEXT PAGE-**

**ADULT (AGE 18 AND OLDER) PARTICIPANT EXECUTES HERE.
ALL LINES MUST BE COMPLETED, OR PERMISSION TO
PARTICIPATE IS DENIED:**

ADULT'S Printed Name, PLEASE **PRINT** CAREFULLY: _____

ADULT Participant's Street Address: _____

City, State, Zip Code: _____

ADULT Participant's **Signature**: _____

ADULT Participant's Signature Dated: _____, 20____
(month) (day) (year)

**-MINOR PARTICIPANTS ONLY HERE-
-ADULTS USE PRECEEDING PAGE-**

IF PARTICIPANT IS LESS THAN AGE 18, APPROVAL AND SIGNATURE BY A PARENT OR LEGAL GUARDIAN ONLY MUST BE OBTAINED, OR PERMISSION TO PARTICIPATE IS DENIED. PARTICIPATION AFTER 18TH BIRTHDAY IS AUTOMATICALLY DENIED. (A NEW, ADULT'S RELEASE MUST BE EXECUTED AFTER AGE 18.)
ALL LINES MUST BE COMPLETED, OR PERMISSION TO PARTICIPATE IS DENIED.

MINOR'S Printed Name, PLEASE **PRINT** CAREFULLY: _____

MINOR'S Date of Birth: _____ / _____
(month) (day) (year)

Note: MINOR'S Permission to Participate EXPIRES ON 18TH BIRTHDAY

Parent or Legal Guardian of
MINOR Participant's Street Address: _____

City, State, Zip Code: _____

SIGNATURE of Parent or Legal Guardian:

I certify that I am a parent or legal guardian of the minor whose name is printed above, and I execute this document in that capacity.

Signature of Parent or Legal Guardian: _____

Printed Name, PLEASE **PRINT** CAREFULLY: _____

Parent or Guardian's Signature Dated: _____, 20____
(month) (day) (year)