

Release and Waiver of Liability
Agreement for Release and Waiver of Liability

I am aware that horseback riding is an athletic event that poses potentially serious risks of injuries or death to its participants. I understand that my horse or I may be injured or die as a result of my negligence, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses even the best-trained, are often unpredictable and often difficult to control.

With this waiver I accept notice of the provisions of Section 3.1-796.130 through 3.0-796.133 of the Code of Virginia, which state in part: That there are inherent risks in equine activities, including (I) the propensity of an equine to behave in dangerous ways which may result in injury to the participant: (II) the inability to predict an equine's reaction to sound, movement, objects, persons, or animals: and (III) hazards of surface or subsurface conditions. The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by Virginia Appaloosa Horse Club (heretofore known as VaApHC) and its officers.

With the knowledge of the foregoing, and as an inducement for the officers, directors, and members of VaApHC, employees and staff, I hereby agree to waive or release (give up) any and all rights that I or my heirs may have to make claim against VaApHC, its officers, directors, members, participants, employees, or staff, arising from any damages, injury, or death, which I might sustain or which might occur to any horse I am riding as a result of my horseback riding. I further agree to indemnify (hold harmless) all of the foregoing from any claims which I might make or which might be made on my behalf by others or which might be made against me by others arising from riding with VaApHC or following or participating on foot or by vehicle. Furthermore, I agree to indemnify VaApHC its officers, directors, members, employees, or staff for any injury, death, loss of or damage to any personal property that might occur during riding or social functions sponsored by VaApHC held in its behalf or for its benefit.

BY SIGNING THIS RELEASE AND WAIVER, I UNDERSTAND THAT I AM GIVING UP (WAIVING) ANY RIGHT I HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST VaApHC, ITS OFFICERS, DIRECTORS, MEMBERS, PARTICIPANTS , EMPLOYEES, OR STAFF FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR FOLLOWING OR PARTICIPATING ON FOOT OR BY VEHICLE AND THAT I AM INDEMNIFYING (HOLD HARMLESS) VaApHC, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR STAFF FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

Signature

Date

Print Name

Parent's Signature if Minor