

Blacks Hill Stables LLC
815 Blacks Hill Road
Great Falls, Virginia 22066
703-282-0540

Equine Activity Liability Release, Waiver of Right to Sue
and Assumption of All Risk

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks ("this Agreement") is hereby given by the undersigned to **Blacks Hill Stables LLC** an equine activity sponsor and/or an equine activity professional (the "sponsor/professional") and to the sponsor/professional as agent for and for the benefit of each owner of land upon which any equine activity to which this Agreement relates is conducted ("owner") and each partner, officer agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the sponsor/professional and each owner (who shall all be included within the words "sponsor/professional" or "owner" as their relationships may determine) provides as follows:

In consideration for the opportunities provided by the sponsor/professional and each owner to the undersigned participant, including any minor participant for whom he or she signs this Agreement (hereinafter "Participant") for the enjoyment of equine activities as a Participant, the undersigned Participant (including any minor Participant for whom he or she assigns this Agreement as parent or guardian) hereby agrees as follows:

1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia 3.1-796.130 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 Agreement by reference. This Agreement shall be construed so as to provide to the sponsor/professional and owner the fullest protection of a release, waiver of right to sue and assumption of all risk which is afforded to the sponsor/professional and or owner by the Act and by general law.

2. 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.

3. The Participant hereby acknowledges that he or she has full and complete notice and understanding of the Act and all of the risks and intrinsic dangers of equine activities which may cause, contribute to or result in the death or personal injury of the Participant or loss or other damage to the Participant's property (the "Risks"), including, but 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 to predict or foresee an equine's reaction to excitement, weather conditions, sounds, movements, objects, 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) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris and obstacles, and any equine activity in connection therewith, may foreseeably or unforeseeably present; (v) the dangers and risks of tack or harness slipping or breaking for whatever reason; (vi) the dangers and risks of becoming entangled in tack, harness or vehicles used in an equine activity; (vii) 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; (viii) the dangers of being struck by an equine, by a rider or by a hound; (ix) any negligent act or omission by the sponsor/professional or any owner which causes or results in the death or personal injury of the Participant or loss or other damage to the Participant's property; and (x) all other risks associated with riding and related activities.

4. The Participant hereby RELEASES and WAIVES all rights which he or she may have or hereafter has against the sponsor/professional and each owner for death, personal injury, loss of property or other damage which is in any way associated with the Risks; he or she does hereby WAIVE his or her right to sue or to bring any action against the sponsor/professional or any owner in connection therewith; he

or she agrees to INDEMNIFY and DEFEND the sponsor/professional and each owner from and to HOLD the sponsor/professional and each owner HARMLESS against any such suit or action; and he or she hereby expressly ASSUMES ALL RISK AND DANGERS of death, personal injury, loss and property or other damage which are in any way associated the risks and intrinsic dangers of equine activities, including but not limited to the Risks enumerated in paragraph 3, above.

5. The Participant hereby authorizes and consents to any emergency medical care which 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 activity.

6. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the Participant until expressly revoked by the Participant in a written notice personally delivered to the sponsor/professional.

7. To the extent possible, the parties intend that 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 this Agreement shall continue in full force and effect.

8. If this Agreement is executed by the undersigned Participant for or on behalf of a minor, the undersigned Participant hereby warrants and represents that he or she is in fact the legal parent or 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 Participant further agrees that this Agreement shall be as fully binding on the undersigned Participant as if it were entered into solely on his or her own behalf, and that this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant.

9. I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

PARTICIPANT:

Print Name: _____

Address _____

City/State/Zip _____

Daytime Phone Number _____ Evening Phone Number _____

Social Security Number _____

Signature _____ Date _____

Signature _____ Date _____

Print Name of the Minor Participant for whom signing, if any:
