

Release and Waiver of Liability

I am a participant, not a spectator, engaged in an equine activity. I am aware that equine activities, whether riding or not, 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, the negligence of others, 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 difficult to control.

With this waiver I accept notice of the provision of Section 3.1-796.130 through 3.1-796.133 of the Code at Virginia, which states 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, movements 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 the Battlefield Equestrian Society (BES) and its officers.

Furthermore, with this document, I expressly assume the risk of injury or death due to negligence by the BES, its officers, directors, members, agents, employees, and staff, or guests for my own safety or for the safety of my minor child or horse. If this or any other provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be unimpaired.

With the knowledge of the foregoing, and as an inducement for the officers, directors, and members of BES, I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against the BES or its members and other participants arising from any damages, injury, or death which I might sustain or which might occur to any horse as a result of my participation in this equine activity. I further agree to indemnify 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 the BES or following or participating on foot or by automobile. Furthermore, I agree to indemnify the BES and its members for any injury, death, and loss of or damage to any personal property, which I might cause during this equine activity.

I further acknowledge and accept that BES strongly suggests that I will wear an approved hard hat/helmet while participating in this ride.

By signing this release and waiver, I understand that I am giving up any right I have to sue or make a claim which I might have or which might subsequently arise or occur against the BES and its members and participants for any injuries I might sustain while horseback riding or following or participating on foot or by automobile and that I am indemnifying BES and its members for injuring any one else or any horse ridden by another while so engaged. It is my intent to give up those rights, and I do so knowingly and voluntarily.

Rider Signature _____ Date _____

(Rider) Print Name _____

Horse Owner Signature _____ Date _____

(Horse Owner) Print Name _____

Parent or Legal Guardian Release and Waiver

I am the parent or guardian of _____, a minor (under the age of 18), and on the minor's 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 an inducement for allowing my child, or this minor, to ride with the BES. I further acknowledge and accept that said minor will wear an approved hard hat/helmet while participating in this ride. I further authorize any emergency medical care, which may be necessary. I represent and warrant that I have the authority to give this release.

Signature of Parent or Legal Guardian _____ Date _____

Print Name _____