

THE ROCKBRIDGE HUNT (2009 – 2010)
AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION

WHEREAS, this AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION is made by and between (i) the Rockbridge Hunt, Inc., a Virginia corporation, ("RH" or "Party"); (ii) the person who is identified hereinafter as "Participant" or "Party", and (iii) in those cases where the Participant is a minor child, the person who is identified hereinafter as the minor child's parent or guardian ("Parent/Guardian" or "Party") pursuant to the *Virginia Equine Activity Liability Act*, §3.1-796.130 through §3.1-796.133 of the 1950 Code of Virginia, as amended, and

WHEREAS, all parties are aware that the sport of horseback riding and other activities involving the use of horses, including but not limited to the sports of fox hunting, trail riding, or schooling, horse training, riding, horse shows, point-to-point racing, pairs racing and hunt club team racing are athletic events which are, potentially, dangerous activities, and

WHEREAS all definitions set out in §3.1-796.130 of the 1950 Code of Virginia, as amended, are hereby adopted for use herein, and

WHEREAS, all parties understand that, in connection with such aforesaid activities, a *participant* and/or an *equine* ridden by a *participant* may be injured or die as a result of the negligence of a *participant* or the negligence of others, and

WHEREAS, all parties also, specifically, accept notice pursuant to §3.1-796.132.B. of the 1950 Code of Virginia, as amended, 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.

NOW THEREFORE, with full knowledge and understanding of the foregoing and as an inducement to RH, an *equine activity sponsor* to allow the Participant to be a *participant* in *equine activities* sponsored by RH, the Participant (and, where the Participant is a minor child, his Parent/Guardian) hereby waives (gives up) all rights which he or she may have or any successor-in-interest of Participant may have to sue the following persons or entities for any and all injuries or even death which Participant may sustain and damage done to any property owned or controlled by Participant while participating in an *equine activity* on account of any negligent act or omission by any or all of the following persons: (i) RH Executive Committee, individually and collectively, RH officers, RH employees, RH agents, (ii) all other *participants* in such *equine activities*; and (iii) all *equine activity sponsors* who may support or may cooperate with RH in sponsoring *equine* activities in which Participant participates, including, but not limited to other fox hunting clubs, landowners or other persons who give RH permission to use land or other facilities in conjunction with *equine* activities sponsored by RH or others including, but not limited to owners of land and their family members, and their lessees, licensees, employees, and agents, and the Rider fully assumes for himself or herself all risk of the aforesaid injury, death or property damage of all kinds.

FURTHERMORE, Participant (and, where the Participant is a minor child, his Parent/Guardian) also understands that neither the RH nor any other *equine activity sponsor* with whom RH may co-operate provides any *participant* with any equipment or tack, and Participant agrees not to request any equipment or tack from any (i) member of the RH Executive Committee, RH officer, RH employee, RH agent; or (ii) *equine activity sponsor* who may support or may co-operate with RH in sponsoring *equine* activities in which Participant participates, including, but not limited to any representative of any other fox hunting club, landowner or any person who gives RH permission to use land or other facilities in conjunction with *equine* activities sponsored by RH or others including, but not limited to owners of land and their family members, and their lessees, licensees, employees, and agents, and the Rider fully assumes for himself or herself all responsibility for obtaining appropriate tack and equipment for such *equine activity*.

FURTHERMORE, Participant (and, where the Participant is a minor child, his Parent/Guardian) understands that this **AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION** may be revoked by RH or by Participant. When revoked by RH, such revocation shall become effective only when written notice of such revocation has been delivered to Participant (or, where the Participant is a minor child, to his Parent/Guardian), either personally or by certified mail. When revoked by Participant, such revocation shall only become effective when written notice of such revocation has been delivered personally to the Secretary of RH. Participant further understands that in either event, all permission for Participant to be a *participant* in RH *equine activities* shall immediately terminate, and Participant further agrees not to be such a *participant* or seek to become such a *participant* thereafter unless and until Participant has once again sought permission to become such a *participant* and signs another **AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION** and delivers the same to the Secretary of the RH.

FURTHERMORE, Participant (and, where the Participant is a minor child, his Parent/Guardian) agrees to indemnify (hold harmless) (i) RH Executive Committee, individually and collectively, RH officers, RH employees, RH agents, (ii) all other *participants* in such *equine activities*; and (iii) all *equine activity sponsors* who may support or may co-operate with RH in sponsoring *equine* activities in which Participant participates, including, but not limited to other fox hunting clubs, landowners or other persons who give RH permission to use land or other facilities in conjunction with *equine* activities sponsored by RH or others including, but not limited to owners of land and their family members, and their lessees, licensees, employees, and agents from all costs associated with defending against any and all claims which Participant may make or which may be made on Participant's behalf by another or which may be made against Participant by another arising out of any RH-sponsored *equine activity* in which Participant is a *participant* and which results in injury, death, or property damage or as a result of any breach, of this **AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION**, either direct or indirect, by Participant.

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THE ROCKBRIDGE HUNT (2009 – 2010), AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION

I HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION. I HAVE HAD FULL OPPORTUNITY TO CONSULT WITH AND HAVE 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.

- I am a member of Rockbridge Hunt for the current year (2009-2010).
- I am a guest (not a member of Rockbridge Hunt).

Print name

Date

Signature

Your hunt affiliation, if any

IF PARTICIPANT IS UNDER THE AGE OF 18 YEARS, A PARENT/GUARDIAN MUST COMPLETE AND SIGN THE FOLLOWING PARENT'S/GUARDIAN'S APPROVAL:

I am the Parent/Guardian of _____, age _____, the minor child ("child") listed below as the Participant. On the child's behalf and on my behalf and on behalf of all other parents or guardians of the child, if any, I also enter into this **AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION** as a party to the same, and hereby assume all obligations incumbent upon Participant hereunder. I further authorize any emergency medical care for the child in the event the child is injured in connection with the child's participation in any *equine activities*. I further represent and warrant that I have full authority to act as I have done hereby.

Print name of Participant (minor child)

Date

Print name of parent or guardian

Signature of parent or guardian

Please print clearly!!! Thank you.
Address
Telephone(s)
Email address
Emergency contact information
Emergency contact, name
Emergency contact, relationship (e.g., parent, spouse, child, significant other, friend, etc.)
Emergency contact, telephone number(s)