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Rockbridge Hunt

Hunter Pace & Trail Ride

Please fill out both sides of this form!!!

Entry fee: Adult rider (18 and over) -- \$40 per horse
Junior rider (under 18) -- \$20 per horse

Division. Please circle one:

Full Cry: Fast pace with jumps

Second Flight: For riders who enjoy a challenging ride, jumps optional

Hilltopper/Trail: A relaxed and leisurely stroll through foxhunting country

Juniors: One rider on the team must be under 18

Rider information -- Please print clearly!

Are you a junior (under 18)? YES NO

Name

Mailing address (Please include Zip Code)

Email

Phone

Your riding partner(s)

If I am not present at the time ribbons are awarded, I would like any ribbon I win mailed to me. ___ Yes ___ No

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Rockbridge Hunt

Hunter Pace & Trail Ride

How did you hear about this event?

Please be as specific as possible. Flyer in a tack shop? Email from a friend? Rockbridge Friends Email, regular email?

In case of emergency, contact

(Please print clearly!)

Name

Relationship

Phone

Coggins information -- print info as listed on Coggins.

If you give us a copy of your Coggins you don't have to fill this out but please make sure it's legible.

Name of Horse/Pony/Mule

Owner's name

Owner's address

Lab **accession** number

Test **date** (date blood was drawn)

State where test was administered



THE ROCKBRIDGE HUNT (2018 – 2019) 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 *equines* to behave in ways that may result in injury, harm, or death to the *participant*; (ii) the unpredictability an *equine's* reaction to such things as sound, sudden movement, and unfamiliar objects, persons or other animals; (iii) certain hazards such as of surface or subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a *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.

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.

Please continue to page 2.



THE ROCKBRIDGE HUNT (2018 – 2019) 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 (2018 – 2019).

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



**The Rockbridge Hunt
61 Hark To Loop
Glasgow, Virginia 24555**

**PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

This is an agreement between the Undersigned (or minor in my charge) and **Stone Bridge Equestrian Center LLC** (the Company).

I, _____ (hereinafter the "Undersigned") on behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns HEREBY:

1. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
2. Knowing these facts and in consideration of your acceptance of this form, I voluntarily assume the risk and danger of injury or death inherent in horseback riding activities. I hereby **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Company, doing business under its own name or any other name and/or any of its owners, officers, employees, agents, sponsors and sanctioning organizations (hereinafter the "Releasees"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
3. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or supervising riding activities.
4. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Company and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with any event, my use of a horse and any equipment or gear provided therewith or any acts or omissions of employees or agents.
5. Agree to abide by and follow any instructions given or rules established by the Company or any of its employees, agents or volunteers with regard to my participation in any event, use of a horse or any equipment or gear provided herewith.
6. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Virginia, and is intended to be as broad and inclusive as is permitted in Virginia law, and that in the event any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and effect.
7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Company or its owners, agents, employees, judges or managers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Company in defending such an action.

****I HAVE BEEN ADVISED THAT I MUST WEAR A SAFETY HELMET.****

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

SIGNATURE _____ DATE _____

PRINTED NAME: _____

ADDRESS: _____

CONTACT PHONE NUMBER: _____ EMAIL ADDRESS: _____

PARENT/GUARDIAN WAIVER - FOR MINOR

If the person who is to enter into this agreement (referred to as the "Undersigned" above) is under eighteen (18) years of age, his/her parent or guardian must read and sign the following:

I, _____, acting as a parent, natural guardian or legal guardian of _____ (hereinafter the "minor") hereby affirms that he/she has read the Agreement, understands the Agreement and understands that the Agreement is a release of all claims for injury, death and property damage, and understands and consents to the terms on behalf of him/herself and on behalf of the minor, and agrees to indemnify and safe and hold harmless the Releasees from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of minor in executing this agreement.

SIGNATURE OF PARENT/GUARDIAN _____ DATE _____

PRINTED NAME: _____

ADDRESS: _____

CONTACT PHONE NUMBER: _____ EMAIL ADDRESS: _____