

# Broadview Ranch, LLC

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

In exchange for being permitted to participate in horseback riding, trail riding, foxhunting, riding lessons or any other equestrian activity on Broadview Ranch (lands owned by Mr. & Mrs. James A. Tilson, Mr. & Mrs. Forest Fletcher, Mr. & Mrs. Alan Tilson, Mr. & Mrs. Lawrence Atwood, Mr. & Mrs. David Grizzle, Mr. & Mrs. Robert Richardson and Tilson Family Properties, LLC), the undersigned participant (including any minor participant for whom he signs the agreement) releases and agrees not to make or bring any claim of any kind against Broadview Ranch, its owners and their families, employees or any landowner, landholders or other persons making property available for any injury (including death) to the undersigned (or to the included minor participant) or for any damage to property whether from anyone's negligence or not, or for any other cause arising out of participation in these dangerous trail riding, foxhunting or other equestrian activities.

The undersigned participant (including any minor participant for whom he signs) acknowledges that he has full and complete notice and understanding of the Equine Activity Liability Act (& sect 3.1-796.130 et seq) and of all the dangers intrinsic of equine activities which may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property, 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 whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, 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 conjunction 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 equine activity; (vii) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in equine activity for any reason whatsoever or for no identifiable reason and (viii) any negligent act or omission by any owner and their families, employees which causes or results in the death or personal injury of the participant or damage to the participant's property. The participant (including any minor participant for whom he signs) does further ASSUME ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the risks enumerated in the preceding paragraph.

I HAVE 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 AND 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

Signature

Date

\_\_\_\_\_ Print name of minor participant for whom signing if any

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E mail: \_\_\_\_\_