

WARRENTON HUNT, INC.

Notice, Assumption of Risk, Waiver and Release of Liability and Indemnity Agreement for a Minor (the "Agreement")

I, the undersigned, represent and warrant that I am a custodial parent, and/or the legal guardian of the minor/legally disabled person/ward named below (the "Minor"). As such custodial parent or the legal guardian of the Minor, I am aware that horseback riding and other activities related to equines, including but not limited to foxhunting, showing, trail riding, trailering, hunter pace racing, pair racing, point to point racing and all other forms of equine activities ("equine activities") are athletic events which pose potentially serious risks of injuries or death to the participants and risks of damage to personal property, including the horse or pony. With the knowledge of the foregoing and the information provided below, and as an inducement for, and in consideration of, WARRENTON HUNT, INC. allowing the Minor to participate in equine activities or any other activities, I, the undersigned, hereby agree for myself and on behalf of the Minor to execute this Notice, Assumption of Risk, Waiver and Release of Liability and Indemnity Agreement (this "Agreement") and understand, acknowledge, and agree to the following:

I understand, acknowledge, and agree for myself and on behalf of the Minor that the Minor and/or the horse or pony the Minor rides or owns may be injured or die as a result of, in whole or in part, the Minor's or my negligence or the negligence of others, or through no fault of myself, the Minor or anyone else, because of the nature of the activity in which the Minor will be or is engaged. I also understand, acknowledge, and agree for myself and on behalf of the Minor that horses and ponies, even the best trained, are often both unpredictable and difficult to control. I HEREBY ACKNOWLEDGE, UNDERSTAND, AGREE AND STATE FOR MYSELF AND ON BEHALF OF THE MINOR THAT I AND THE MINOR HAVE BEEN GIVEN NOTICE PER THE PROVISIONS OF §§3.2-6200, 3.2-6202 and 3.2-6203 OF THE CODE OF VIRGINIA (THE EQUINE LIABILITY ACTIVITY ACT) THAT THERE ARE INHERENT RISKS, HAZARDS AND DANGERS IN EQUINE ACTIVITIES, INCLUDING BUT NOT LIMITED TO, THE RISK OF DEATH, SERIOUS PERSONAL INJURY AND DAMAGE TO PERSONAL PROPERTY RELATED TO AND/OR ARISING IN WHOLE OR IN PART FROM (I) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY OR DEATH 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.

I, for myself and on behalf of the Minor, represent and warrant that (a) the Minor is in good physical conditioning required, and has the degree of skill and knowledge necessary, for the Minor to engage in the activities involved with equine activities and any other activities, and (b) I and the Minor are familiar with equine activities in general and specifically with the type of equines used for such equine activities. I voluntarily agree on behalf of the Minor and of myself to assume all such risks, as well as any other risks involved in participating in equine activities and any other activities, as the case may be, including but not limited to the risks of (i) death or personal injury related to equine activities and any other activities, (ii) damage to personal property related to or arising from such equine activities and any other activities, and (iii) outdoor encounters with wildlife, equines and other animals, insects and inclement weather.

ON BEHALF OF THE MINOR AND OF MYSELF, I AND THE MINOR EXPRESSLY ASSUME ALL THE ABOVE-STATED RISKS AND ALL OTHER RISKS IN CONJUNCTION WITH EQUINE ACTIVITIES SPONSORED IN WHOLE OR IN PART BY WARRENTON HUNT, INC., AND ANY OTHER ACTIVITIES IN WHICH THE MINOR WILL BE OR IS ENGAGED, WHETHER OR NOT THE NEGLIGENCE OF ANY PERSON OR ENTITY MAY BE INVOLVED. I HAVE DISCUSSED ALL SUCH RISKS WITH THE MINOR.

I understand, acknowledge, and agree, for myself and on behalf of the Minor, that it is my responsibility while the Minor is engaged in equine activities or any other activities to carry appropriate health, medical and, to the extent applicable, personal liability insurance. Further, I understand, acknowledge, and agree for myself and on behalf of the Minor that it is my responsibility to pay all costs and expenses related to any services provided by 911 emergency responders or other rescue responders in conjunction with any fall, injury, mishap, or other health related problem that occurs during any of my or the Minor's equine activities or other activities sponsored in whole or in part by WARRENTON HUNT, INC., or any other activities in which the Minor will be or is engaged, whether or not the negligence of any person or entity may be involved or whether or not I or the Minor accepts or refuses such emergency or rescue services.

As a further inducement for, and in consideration of, WARRENTON HUNT, INC. allowing the Minor to participate in equine activities or any other activities, I hereby further agree on behalf of the Minor and of myself, to **waive, release and give up, now and forever**, (i) any and all rights that the Minor or I or his, her, or my heirs, personal representatives, agents, assigns, or subrogees

may have to make any claim or to bring any action against (a) WARRENTON HUNT, INC., any of its directors, officers, employees, agents, Masters of Foxhounds, staff, subscribers, members, guests, licensees, invitees, and participants, and (b) any landowners, licensees, or tenants over whose owned, licensed, or rented land the Minor or I ride, access or otherwise travel (the parties listed in (a) and (b) above are collectively referred to herein as the "Indemnitees") whether or not at any time I or the Minor am/is aware of the capacity, affiliation or interest of any such Indemnities, and (ii) any and all damages, claims, losses, actions, and liabilities, including attorneys' fees and costs, relating to, or arising from, in whole or in part, any injury or death which might be incurred by the Minor or me or by any horse or pony the Minor rides or owns or from damage to any property of the Minor's or mine, whether or not related to, or in connection with the Minor's or my participation in equine activities sponsored in whole or in part by the WARRENTON HUNT, INC., or any other activities in which the Minor or I will be or is/am engaged. I, for myself and on behalf of the Minor, further voluntarily agree to assume all of the herein stated risks and accept sole responsibility for, any injury to myself or the Minor, or by any horse or pony ridden or owned by me or the Minor (including, but not limited to, personal injury, disability, illness, and death) whether or not related to participating in equine activities sponsored in whole or in part by the WARRENTON HUNT, INC., or any other activities in which I or the Minor will be or am/is engaged. I, for myself and on behalf of the Minor, further agree to **release, covenant not to sue, discharge, indemnify, defend and hold harmless** all of the Indemnitees against and from any and all claims, causes of action, judgments, awards, damages, amounts paid in settlement, losses, costs and expenses, including court costs and attorneys' fees, whether or not relating to or arising in connection with, in whole or in part, the Minor's or my participation in any such equine activities and/or other activities, including but not limited to, all costs and expenses related to any services provided by 911 emergency responders or other rescue responders in conjunction with any fall, injury, mishap or other health related problem that occurs during any equine activities and/or other activities.

I, FOR MYSELF AND ON BEHALF OF THE MINOR, HAVE READ AND DO KNOWINGLY EXECUTE THIS AGREEMENT, THE SCOPE OF WHICH I, FOR MYSELF AND ON BEHALF OF THE MINOR, EXPRESSLY INTEND TO BE BROADER THAN THAT AFFORDED BY THE PROVISIONS OF THE ABOVE-CITED EQUINE LIABILITY ACTIVITY ACT. I, FOR MYSELF AND ON BEHALF OF THE MINOR, FULLY UNDERSTAND TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I AND THE MINOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY MY SIGNING THIS AGREEMENT, FURTHER, I, FOR MYSELF AND ON BEHALF OF THE MINOR, EXECUTE THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I, for myself and on behalf of the Minor, further agree that if any provision of this Agreement shall be adjudicated invalid or unenforceable, all other provisions hereof shall remain effective, and that this Agreement shall remain valid and in full force and effect and shall not terminate or be revoked. I, the undersigned, understand, acknowledge, and agree, on my or the Minor's behalf, that any electronic signature to this Agreement shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the federal Electronic Signatures in Global and National Commerce Act, any state electronic signatures and/or records act, or any similar state law. The undersigned hereby waives, on my or the Minor's behalf, any objection to the contrary. The undersigned further agrees, on my or the Minor's behalf, that (a) an electronically scanned reproduction of any fully executed original of this Agreement shall have the same effect as an original, and (b) a photocopy, electronic or facsimile signature shall have the same binding force and effect as an original signature. The undersigned hereby acknowledges and agrees, on my or the Minor's behalf, that facsimile signature or signature transmitted by electronic mail in so-called "PDF" format, or any other form of electronic signature shall be legal and binding and shall have the same full force and effect as if an original, executed version of this Agreement had been delivered to WARRENTON HUNT, INC. The undersigned, on my or the Minor's behalf, (i) intends to be bound by the signature on this Agreement sent by facsimile or electronic mail, (ii) is aware that WARRENTON HUNT, INC. will rely on such facsimile or electronic signature, and (iii) hereby waives any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. "Electronic signature" as used herein includes (y) any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record (including any signature affixed by Adobe Sign or DocuSign), and (z) any facsimile or .pdf signature.

Date: _____ Signature: _____ Printed Name: _____

Address: _____

Telephone No. and Email: _____

Printed Name of Minor/Legally Disabled Person/Ward (the "Minor"): _____

Name of Emergency Contact: _____ Telephone of Emergency Contact: (____) ____ - _____