

WARRENTON HUNT, INC.

Notice, Assumption of Risk, Waiver, Release, and Indemnity Agreement

I am aware that horseback riding, foxhunting, showing, trail riding, and racing (equine activities) are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that I or the horse I ride or own may be injured or die as a result of my negligence or 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 both unpredictable and difficult to control.

I HEREBY STATE THAT I 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 IN EQUINE ACTIVITIES, INCLUDING BUT NOT LIMITED TO (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 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., WHETHER OR NOT THE NEGLIGENCE OF ANY PERSON OR ENTITY MAY BE INVOLVED.

I understand that it is my responsibility while engaged in equine activities to carry appropriate health, medical and, to the extent applicable, personal liability insurance. Further, I understand 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 equine activities or other activities sponsored in whole or in part by Warrenton Hunt. Inc, whether or not the negligence of any person or entity may be involved or whether or not I accept or refuse such emergency or rescue services.

With the knowledge of the foregoing, and as an inducement for WARRENTON HUNT, INC. (“WH”) to allow me to ride, foxhunt, show, trail ride, race or otherwise participate in equine activities, I hereby agree to waive, release and give up any and all rights that I or my heirs, personal representatives or subrogees may have to make any claim or bring any action against WH, any of its directors, officers, employees, agents, Masters of Foxhounds, staff, subscribers, members, guests and participants, or any landowners or tenants over whose owned or rented land I ride or otherwise travel (whether or not at any time I am aware of the capacity, affiliation or interest of any such person), arising from any injury or death which might be incurred by me or by any horse I ride or own or from damage to any property of mine, in connection with my participation in equine activities sponsored in whole or in part by WH. I further agree to indemnify and hold harmless WH and all of the foregoing persons 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, which I might make, assert or seek or which might be made, asserted or sought on my behalf by others, or which might be made, asserted or sought against me by others, relating to or arising in connection with my participation in any such equine activities.

I HAVE READ AND DO KNOWINGLY EXECUTE THIS DOCUMENT, THE SCOPE OF WHICH I EXPRESSLY INTEND TO BE BROADER THAN THAT AFFORDED BY THE PROVISIONS OF THE ABOVE-CITED EQUINE LIABILITY ACTIVITY ACT. If any provision of this document shall be adjudicated invalid or unenforceable, all other provisions hereof shall remain effective. I agree that this document shall remain valid and in full force and effect unless and until expressly revoked by me in writing with receipt of such revocation acknowledged in writing by a duly authorized officer of WARRENTON HUNT, INC. I further agree that following any such revocation I shall cease to engage in all equine activities covered by this document and that resumption by me of any covered activities shall automatically invalidate such revocation.

Date: _____

Signature: _____

I currently subscribe to another Hunt:

Printed Name: _____

Address: _____

Email address: _____

Telephone: _____