

**WARRENTON HUNT, INC.**

***Notice, Assumption of Risk, Waiver, Release, and Indemnity Agreement (the "Agreement")***

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. I understand that I or the horse or pony I ride or own may be injured or die as a result of, in whole or in part, 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 will be or am engaged. I also understand that horses and ponies, even the best trained, are often both unpredictable and difficult to control.

I HEREBY ACKNOWLEDGE, UNDERSTAND, AGREE AND 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, 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 represent that (a) I am in good physical conditioning required, and has the degree of skill and knowledge necessary, for me to engage in the activities involved with equine activities and any other activities, and (b) I am familiar with equine activities in general and specifically with the type of equines used for such equine activities. I voluntarily agree 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.

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., AND ANY OTHER ACTIVITIES IN WHICH I WILL BE OR AM ENGAGED, 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 or any other 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, or any other activities in which I will be or am engaged, 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, and in consideration of, WARRENTON HUNT, INC. ("WH") to allow me to participate in equine activities or any other activities, I hereby agree to wave, release and give up, now and forever, any and all rights that I or my heirs, personal representatives or subrogees may have to make any claim or to 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, access or otherwise travel (whether or not at any time I am aware of the capacity, affiliation or interest of any such person) (collectively, "Indemnitees"), and 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 me or by any horse or pony 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 or any other activities in which I will be or am engaged. I further agree to indemnify, defend and hold harmless WH and all of the foregoing 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, relating to or arising in connection with, in whole or in part, 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 HAVE READ AND DO KNOWINGLY EXECUTE THIS AGREEMENT, 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 Agreement shall be adjudicated invalid or unenforceable, all other provisions hereof shall remain effective. I agree that this Agreement shall remain valid and in full force and effect and shall not terminate or be revoked.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Telephone \_\_\_\_\_

Email: \_\_\_\_\_