

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

AGRITOURISM ACTIVITY

Pursuant to Va. Code § 3.2-6400 *et seq.*, I hereby expressly assume the risk of all injury and release from liability Gwaltney Frontier Farm/DBA Mill Swamp Indian Horses and its directors, officers, staff, and volunteers, as well as Steve and Beth Edwards, for any injury that shall occur to me or any of my minor children or children over which I have guardianship, or any injury, loss, damage or death resulting from any of the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for participants to act in a negligent manner that may contribute to their injury or death.

Signature of participant (if 18 or older): _____ Date: _____

Please Print Participant's Full Name: _____

Signature of parent or guardian: _____ Date: _____
(if participant is under 18 years old)

Address: _____, City, State & Zip _____

Va. Code § 3.2-6400 definitions (unless the context requires a different meaning):

"Agricultural products" means any livestock, aquaculture, poultry, horticultural, floricultural, viticulture, silvicultural, or other farm crops.

"Agritourism activity" means any activity carried out on a farm or ranch that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy rural activities, including farming, wineries, ranching, horseback riding, historical, cultural, harvest-your-own activities, or natural activities and attractions. An activity is an agritourism activity whether or not the participant paid to participate in the activity.

"Agritourism professional" means any person who is engaged in the business of providing one or more agritourism activities, whether or not for compensation.

"Farm or ranch" means one or more areas of land used for the production, cultivation, growing, harvesting or processing of agricultural products.

"Inherent risks of agritourism activity" mean those dangers or conditions that are an integral part of an agritourism activity including certain hazards, including surface and subsurface conditions; natural conditions of land, vegetation, and waters; the behavior of wild or domestic animals; and ordinary dangers of structures or equipment ordinarily used in farming and ranching operations. Inherent risks of agritourism activity also include the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, including failing to follow instructions given by the agritourism professional or failing to exercise reasonable caution while engaging in the agritourism activity.

"Participant" means any person, other than an agritourism professional, who engages in an agritourism activity.

2-sided form—signature required on both sides—turn over for equine release

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

EQUINE ACTIVITY

Pursuant to Va. Code § 3.2-6200 *et seq.*, I hereby expressly assume the risk of all injury and release from liability Gwaltney Frontier Farm/DBA Mill Swamp Indian Horses and its directors, officers, staff, and volunteers, as well as Steve and Beth Edwards, for any injury that shall occur to me or any of my minor children or children over which I have guardianship, or any injury, loss, damage or death resulting from any of the intrinsic dangers of equine activities. Such intrinsic dangers include but are not limited to the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; and 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.

Signature of Participant (if 18 or older): _____ Date: _____

Please Print Participant's Full Name: _____

Signature of parent or guardian: _____ Date: _____
(if participant is under 18 years old)

§ 3.2-6200 definitions (unless the context requires a different meaning):

"Engages in an equine activity" means: (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity.

"Equine" means a horse, pony, mule, donkey, or hinny.

"Equine activity" means: (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoofcare, including placing or replacing horseshoes or hoof trimming of an equine; and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

"Equine activity sponsor" means any person or his agent who, for profit or not for profit, sponsors, organizes, or provides the facilities for an equine activity, including pony clubs, 4-H clubs, hunt clubs, riding clubs, school- and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including stables, clubhouses, ponyride strings, fairs, and arenas where the activity is held.

"Equine professional" means a person or his agent engaged for compensation in: (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine; or (ii) renting equipment or tack to a participant.

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and 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.

"Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 3.2-6202. Liability limited; liability actions prohibited.

A. Except as provided in § 3.2-6203, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in § 3.2-6203, no participant, participant's parent or guardian, or representative of such parent or guardian, shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

B. Except as provided in § 3.2-6203, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks or intrinsic dangers of equine activities may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities and may be executed at a location other than that of the equine activity. The waiver shall remain valid unless expressly revoked in writing by the participant or his parent or guardian. For purposes of this section, in the case of a minor participant, the execution of a waiver by a duly authorized representative of the parent or guardian designated in writing by the parent or guardian shall constitute a valid and knowing execution of a waiver by the parent or guardian.