

Southside Va. Saddle Club
Rider Release Waiver

ALL RIDERS/PARTICIPANTS MUST SIGN A WAIVER

Rules of the ride:

I understand additional ride information may be posted at the rides. I agree to respect all property and to follow trail markers...not hoof prints... I understand the trail may vary from previous years. I shall protect crops and property by staying on the trails and I am responsible for keeping my mount under control. I shall observe trail etiquette and will adhere to any instructions from outriders. **I UNDERSTAND THAT SAFETY HELMETS ARE REQUIRED FOR RIDERS UNDER 18 AND ARE RECOMMENDED FOR ALL RIDERS. SORRY, NO STALLIONS, NO BAREBACK RIDERS, NO DOUBLE RIDERS, NO LEADING HORSE/PONY, (“NO-PONYING”) NO DOGS ON TRAILS, AND DOGS ARE TO BE KEPT ON LEASH AT ALL TIMES IN CAMP GROUNDS. PARENTS ARE TO ACCOMPANY AND RIDE WITH CHILDREN UNDER 18 OR PARENTS MUST RELEASE LIABILITY FOR CHILDREN 16-18 NOT ACCOMPANIED BY PARENT.**

Waiver:

In consideration of being permitted to participate in this equine activity, the undersigned (Releaser) executes this Waiver and Release of Liability and Indemnity Agreement (Release) and hereby agrees as follows: Releaser is aware of the risks of injury and death inherent in Equine Activity and acknowledges that he or she has read the above Rules which are incorporated into and made part of this Release by this reference. Releaser hereby expressly assumes all risk associated with all such Equine Activity. Releaser hereby releases, waives and discharges Southside Va. Saddle Club, its officers, members, directors, employees, all other persons or entities acting on its behalf and any and all landowners (see *), allowing the use of their land for this equine activity, and all participant organizers (collectively, the Releasers) from all liability to Releaser, and his or her spouse, legal representatives, heirs, successors, and/or death of Releaser while Releaser is engaged in any equine activity. Releaser hereby waives his or her right to sue Releasers on account or injury to Releaser’s person or property, or the death of Releaser while Releaser is engaged in equine activity. Releaser hereby indemnifies and agrees to hold harmless Releasers and each of them from any loss, liability, damage, or cost they may incur due to Releaser’s presence in, upon or around property being used by the organizers for the purpose of this equine activity, or due to Releaser’s participation in such equine activity regardless of where such participation may occur. This release is governed by and shall be construed in accordance with Virginia Law for the purposes of this Release, the terms “Equine Activity”, “Participant” and “Equine” shall be defined in the Equine Activity Liability Act, Sections 3.1796.130 through 3.1796.133 of the Virginia (the “Act”). Releaser expressly agrees that the Release is intended to be as broad and inclusive as permitted by the Act and any other relevant provision of Virginia Law

and that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. 3.1-796.132. Liability limited; liability actions prohibited.

A. Except as provided in 3.1-796.133, 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, expert as provided in 3.1-796.133, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any of the intrinsic dangers of equine activities. B. Except as provided in 3.1-796.133, 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 specifically enumerated under this subsection 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. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

Landowners (*):

- Garland Baird
- Dudley Duffer
- Joseph Brown
- Sidney Clark
- Eugene Evans
- Russell Ezell
- Betty Ann Poythress
- "Boo" Newman

My signature below certifies that I have read and fully understand the waiver for this Equine Activity and that I will comply to the rules and regulations set fourth therein.

Signature of Rider: _____

Print Name: _____

Under 18: Parent/ Guardian _____

Date: _____