

RIDER WAIVER

Lynn Symansky, Lynn Symansky Equestrian LLC ("LS") and _____ ("Rider" and/or "Participant" and/or Guardian/Parents of Rider and/or any Trainer of Rider on the premises of Handlen Farm, and/or any guest of rider, collectively where appropriate "Rider") agree as follows:

- 1. LS agrees to permit Rider to ride on Handlen Farm 22156 Sam Fred Rd Middleburg VA Virginia.
- 2. The undersigned has notice that there are risks inherent in participating and engaging in any equine activity as defined in VA CODE 3.2-6200 et seq, which is attached hereto including: 1) the propensity of an equine to behave in dangerous ways which may result in injury to or death of the participant; 2) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; 3) certain hazards such as surface or subsurface conditions; 4) collisions with other persons or animals or objects; and 5) 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. The undersigned acknowledges that they have read and understood this waiver and the VA CODE sections referred to herein and which are posted on Lynn Symansky Equestrian's website www.symanskyequestrian.com and are available on request at Handlen Farm in the event VA CODE sections are not physically attached to waiver.
- 3. The undersigned, on behalf of himself/herself (hereinafter himself, he, his or him) and all members of his immediate family and household, and his and their guests, heirs, executors, administrators as assigns (collectively the "Participant") does hereby forever release and discharge LS and the owners of Handlen Farm of any and all claims, demands, causes of action and liability, of any nature, which may arise from or in connection with the use of the Rider or Participant of any of said property, trails, rings, jumps, or other facilities; and
- 4. The undersigned agrees on behalf of all Participants to waive and not to assert or make by action at law or in equity or otherwise any claim, demand, cause of action, or liability against LS or owners of Handlen Farm.
- 5. LS and the owners of Handlen Farm (including any employee or agent of LS) are Equine Activity Sponsor(s)and/or Equine Professionals as defined in the attached VA CODE 3.2 6200 et seq. Rider agrees to waive his or her rights to sue or make any claim against LS (or her employee or agent or the owners of Handlen Farm) for death of or injury to rider, rider's horse, or any guests which rider may bring onto the premises. Rider agrees to hold harmless, defend and indemnify LS and the Owners of Handlen Farm and their employees or agents from the claims of any guest the rider may bring or assert against them. Rider has read said VA CODE and agrees to assume all risks specifically enumerated in that act; which is incorporated into and made a part of this agreement. Rider also agrees to waive all such foregoing rights against the property owners of 22156 Sam Fred Road Middleburg VA, known as Handlen Farm.

RIDER SIGNATURE	DATE	PRINT RIDER NAME
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IF RIDER IS UNDER 18 YEARS OF AGE HIS OR HER PARENTS/LEGAL GUARDIAN MUST SIGN THIS WAIVER

PARENT/GUARDIAN SIGNATURE	DATE	PRINT PARENT NAME
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Trainer of Rider signature	date	Trainer printed name
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Guest(s) of Rider signature	date	Guest printed name
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Chapter 62. Equine Activity Liability

§ 3.2-6200. Definitions

As used in this chapter, 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.

Acts 2008, c. 860, eff. Oct. 1, 2008.

HISTORICAL AND STATUTORY NOTES

Derivation:

Acts 1991, c. 358; Acts 2003, c. 876; § 3.1-796.130.

HISTORICAL AND STATUTORY NOTES

Derivation:

Acts 1991, c. 358; § 3.1-796.131.

§ 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 nor any participant's parent, guardian, or representative 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 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.

Acts 2008, c. 860, eff. Oct. 1, 2008.

HISTORICAL AND STATUTORY NOTES

Derivation:

Acts 1991, c. 358; Acts 2003, c. 876; § 3.1-796.132.

§ 3.2-6203. Liability of equine activity sponsors, equine professionals

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional or any other person who:

1. Intentionally injures the participant;
2. Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of § 3.2-6202; or
3. Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.

Acts 2008, c. 860, eff. Oct. 1, 2008.