



# Fitzgerald Stables

LOUDOUN COUNTY, VIRGINIA

## WAIVER AND ASSUMPTION OF RISK

The undersigned (hereinafter referred to as "Rider"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as "Fitzgerald Stables", and/or to use or come into contact with horses and/or facilities either owned or controlled by Fitzgerald Stables, LLC, (hereinafter "FITZGERALD STABLES"), and/or to receive training or instruction from the agents or employees of FITZGERALD STABLES, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or the riding or handling of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS FITZGERALD STABLES AND/OR TO USE OR COME INTO CONTACT WITH HORSES OWNED OR CONTROLLED BY FITZGERALD STABLES AND/OR TO RECEIVE TRAINING OR INSTRUCTION FROM THE AGENTS OR EMPLOYEES OF FITZGERALD STABLES, RIDER KNOWINGLY AND EXPRESSLY WAIVES RIDER'S RIGHTS TO SUE FITZGERALD STABLES, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO RIDER OR TO RIDER'S PROPERTY, AND RIDER AGREES TO ASSUME ALL RISKS INHERENT IN RIDING OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO RIDER OR TO RIDER'S PROPERTY. RIDER ACKNOWLEDGES THAT RIDER HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH 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, 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, AND RIDER EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO RIDER AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF RIDER, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. §3.1-796.132B, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA. CODE ANN. §§3.1-796.130 et seq. (Chapter 27.5, Code of Va. (1950)).

IF RIDER IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY RIDER'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND RIDER'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND RIDER, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; AND (iii) TO INDEMNIFY AND HOLD HARMLESS FITZGERALD STABLES, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY RIDER (OR RIDER'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY FITZGERALD STABLES, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Release, Waiver and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that Fitzgerald Stables, LLC is covered by the provisions of that Act. This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

**Rider has been advised to wear protective headgear and hard-soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.**

### CAUTION: READ BEFORE SIGNING

\_\_\_\_\_  
Rider's Signature

\_\_\_\_\_  
Signature of Parent or Guardian\*

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

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

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

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

\*PARENT OR GUARDIAN MUST SIGN IN ADDITION TO RIDER UNDER EIGHTEEN YEARS OF AGE.