

AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY

I hereby request permission for myself and/or my minor child(ren) named below to participate in cross country riding and foxhunting with the Snickersville Hounds and Eva Smithwick.

I fully understand that horseback riding, cross-country horseback riding and foxhunting (which includes riding over fences, other obstacles and steep and rough terrain), following in vehicles and spectating are very dangerous activities. Pursuant to the Virginia Equine Activity Liability Act, VA Code Ann. Sect 3.2-6200(2008) I execute this waiver of my rights and/or those of my child(ren) and agree to assume all risks inherent in equine activities and am on notice of all risks inherent in equine activities including (1) the propensity of an equine to behave in dangerous ways which may result in injury to the participant, (2) the inability to predict an equine’s reaction to sound, movements, objects, persons or animals, and (3) hazards of surface or subsurface conditions and riding over known and unknown terrain where hazards may be hidden by vegetation or development. I (and my child/ren) wish to participate in these activities knowing they are dangerous.

I acknowledge that I have been fully warned and advised by Eva Smithwick and the Snickersville Hounds that I should wear protective headgear which meets the standards of the SEI CERTIFIED/ASTM STANDARD Equestrian Helmet while riding and working near horses. I understand that wearing such headgear while mounting, riding, dismounting and otherwise being near horses may reduce the severity of some of the wearer’s head injuries and possibly prevent the wearer’s death from happening as the result of a fall from a horse or other occurrences but recognize that wearing of such a helmet does not guarantee such protection.

In exchange for being permitted to participate in these activities, on behalf of myself, my child(ren), my/their heirs, assigns, guardians and legal representatives, I hereby release, hold harmless and agree not to make or bring any claim of any kind against Eva Smithwick, Smithwick Farm LLC, Snickersville Hounds or its members, employees or guests, or any landowners or other persons making property available to or for the Snickersville Hounds or Eva Smithwick for any injury, including death, to me or my child(ren), any damage to my property or the property of my child(ren), whether from anyone’s negligence or not, or any other cause, arising out of my participation in these dangerous horseback riding, foxhunting or related activities. I further agree should anyone make any claim(s) against any of the aforementioned because of any injury, including death, or for any damage to property, in contravention of this agreement and waiver, those bringing the claim shall be liable, without limitation, for payment of attorneys’ fees and cost associated with the defense of such claim.

DATE

SIGNATURE

CHILD NAME

PRINTED NAME

CHILD NAME

ADDRESS

**EMERGENCY CONTACT DATA
(NAME, PHONE, EMAIL, ADDRESS)**

EMAIL
