

AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION

WHEREAS, this AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION is made by and between (i) the Bull Run Hunt, Inc., a Virginia corporation, ("BRH" or "Party"); (ii) the person who is identified hereinafter as "Participant" or "Party", and (iii) in those cases where the Participant is a minor child, the person who is identified hereinafter as the minor child's parent or guardian ("Parent"/Guardian" or "Party") pursuant to the Virginia Equine Activity Liability Act, §3.2-6200 through §3.2-6203 of the 1950 Code of Virginia, as amended; and WHEREAS, all parties are aware that the sport of horseback riding and other activities involving the use of horses, including but not limited to the sports of fox hunting, trail riding, horse schooling, horse training, riding, horse shows, point-to-point racing, pairs racing and hunt club team racing are athletic events which are, potentially, dangerous activities; and WHEREAS, all definitions set out in §3.2-6200 of the 1950 Code of Virginia, as amended, are hereby adopted for use herein; and WHEREAS, all parties understand that, in connection with such aforesaid activities, a participant and/or an equine ridden by a participant may be injured or die as a result of the negligence of a participant or the negligence of others; and WHEREAS, all parties also, specifically, accept notice pursuant to §3.2-6202.B of the 1950 Code of Virginia, as amended, which states, in part, that there are inherent risks in equine activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant, (ii) the inability to predict an equine's reaction to sound, movements, objects, persons or animals; (iii) hazards of surface or 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. NOW, THEREFORE, with full knowledge and understanding of the foregoing and as an inducement to BRH, an equine activity sponsor, to allow the Participant to be a participant in equine activities sponsored by BRH, the Participant (and, where the Participant is a minor child, child's Parent/Guardian) hereby waives (gives up) all rights which he or she may have or any successor-in-interest of Participant may have to sue or to make a claim against the following persons or entities for any and all injuries or even death which Participant may sustain and damage done to any property owned or controlled by Participant while participating in an equine activity on account of any negligent act or omission by any or all of the following persons (i) BRH Board of Directors, individually and collectively, BRH officers, BRH employees, BRH agents, (ii) all other participants in such equine activities; and (iii) all equine activity sponsors who may support or may co-operate with BRH in sponsoring equine activities in which Participant participates, including, but not limited to other fox hunting clubs, landowners or other persons who give BRH permission to use land or other facilities in conjunction with equine activities sponsored by BRH or others including, but not limited to owners of land and their family members, and their lessees, licensees, employees, and agents, and the Participant fully assumes for himself or herself all risk of the aforesaid injury, death or property damage of all kinds. FURTHERMORE, Participant (and, where the Participant is a minor child, child's Parent/Guardian) also understands that neither the BRH nor any other equine activity sponsor whom BRH may co-operate provides any participant with any equipment or tack, and Participant agrees not to request any equipment or tack from any (i) member of the BRH Board of Directors, BRH officer, BRH employee, BRH agent; or (ii) equine activity sponsor who may support or may co-operate with BRH in sponsoring equine activities in which Participant participates, including, but not limited to any representative of any other fox hunting club, landowner or any person who gives BRH permission to use land or other facilities in conjunction with equine activities sponsored by BRH or others including, but not limited to owners of land and their family members, and their lessees, licensees, employees, and agents, and the Rider fully assumes for himself or herself all responsibility for obtaining appropriate tack and equipment for such equine activity. FURTHERMORE, Participant (and, where the Participant is a minor child, child's Parent/Guardian) understands that this AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION may be revoked by BRH or by Participant. When revoked by BRH, such revocation shall become effective only when written notice of such revocation has been delivered to Participant (or, where the Participant is a minor child, to child's Parent/Guardian), either personally or by certified mail. When revoked by Participant, such revocation shall only become effective when written notice of such revocation has been delivered personally to the Secretary of BRH. Participant further understands that in either event, all permission for Participant to be a participant in BRH equine activities shall immediately terminate, and Participant further agrees not to be such a participant or seek to become such a participant thereafter unless and until Participant has once again sought permission to become such a participant and signs another AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION and delivers the same to the Secretary of the BRH.

FURTHERMORE, Participant (and, where the Participant is a minor child, child's Parent/Guardian) agrees to indemnify (hold harmless) (i) BRH Board of Directors, individually and collectively, BRH officers, BRH employees, BRH agents, (ii) all other participants in such equine activities, and (iii) all equine activity sponsors who may support or may co-operate with BRH in sponsoring equine activities in which Participant participates, including, but not limited to other fox hunting clubs, landowners or other persons who give BRH permission to use land or other facilities in conjunction with equine activities sponsored by BRH or others including, but not limited to owners of land and their family members, and their lessees, licensees, employees, and agents from all costs associated with defending against any and all claims which Participant may make or which may be made on Participant's behalf by another or which may be made against Participant by another arising out of any BRH- sponsored equine activity in which Participant is a participant and which results in injury, death, or property damage or as a result of any breach of this AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION, either direct or indirect, by Participant.

PLEASE PROVIDE ALL REQUESTED INFO TO ENSURE CLUB HAS CURRENT INFO ON FILE

YOUR HUNT (if a member of one): _____

X _____ X _____

SIGNATURE OF PARTICIPANT

DATE SIGNED

PLEASE PRINT NAME

PHONE NUMBER

ADDRESS

CITY

STATE

EMERGENCY CONTACT NUMBER: _____

EMAIL ADDRESS: _____

IF PARTICIPANT IS UNDER THE AGE OF 18 YEARS, A PARENT/GUARDIAN MUST COMPLETE AND SIGN THE FOLLOWING PARENT'S/GUARDIAN'S APPROVAL

I am the Parent/Guardian of _____, age _____, the minor child ("child") listed above as the Participant. On the child's behalf and on my behalf and on behalf of all other parents or guardians of the child, if any, I also enter into this AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION as a party to the same, and hereby assume all obligations incumbent upon Participant hereunder. I further authorize any emergency medical care for the child in the event the child is injured in connection with the child's participation in any equine activities. I further represent and warrant that I have full authority to act as I have done hereby.

SIGNATURE OF GUARDIAN

DATE SIGNED

ADDRESS OF GUARDIAN

PHONE - _____