



**RELEASE AND WAIVER OF LIABILITY  
MORNINGSIDE EVENTING, LLC AND  
MORNINGSIDE EQUESTRIAN FARM, LLC**

**Equine activity sponsor** means MORNINGSIDE EVENTING, LLC, an entity formed under the laws of the Commonwealth of Virginia, that leases and operates an equestrian facility which includes the land, structures and all equine-related improvements located at 5687 Merry Oaks Road, The Plains, Virginia (the “facilities”) and its members, managing members, managers, officers, directors, employees, agents, subsidiaries, affiliates, successors and independent contractors.

**Landowner** means MORNINGSIDE EQUESTRIAN FARM, LLC, an entity formed under the laws of the Commonwealth of Virginia, that owns the land, structures and all equine-related improvements located at 5687 Merry Oaks Road, The Plains, Virginia (the “facilities”) and its employees, members, managing members, directors, officers, trustees, subsidiaries, affiliates, agents and independent contractors. Landowner is the owner/lessor of the facilities.

**Equine** means a horse, pony, mule, donkey or hinny.

**Equine activities** means: (i) equine shows, combined tests, clinics, 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 eventing, 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 or occurs at the facilities; (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.

**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.

**INSPECTION OF FACILITIES**

Participant or participant's parent, guardian or representative agrees to inspect the facilities for suitability and safety, and if he/she believes anything is unsafe, he/she will immediately advise equine activity sponsor of such conditions and refuse to participate or allow the minor child to participate.

## **PARTICIPANT'S FITNESS**

Participant or participant's parent, guardian or representative certifies that he/she or the minor child is in good health and that he/she or the minor child has no medical limitations that would preclude safe participation in equine activities.

## **PROTECTIVE GEAR**

Participant or participant's parent, guardian or representative expressly agrees that participant shall wear a properly fitted and secured protective headgear and hard-soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk and injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.

## **ASSUMPTION OF RISKS**

Participant or participant's parent, guardian or representative hereby acknowledges the intrinsic dangers of equine activities and the hazards and risks inherent in equine activities, including but not limited to (1) the propensity of equines to behave in ways which may result in injury or death to participant or persons on or around them, (2) the unpredictability of an equine's reaction to sound, movements, sudden movements, objects, unfamiliar objects, persons, or animals, (3) hazards such as surface or subsurface conditions, (4) hazards created by objects such as loose leg wraps, jumps or games equipment, (5) the conduct of other riders or participants, (6) collisions between mounts, (7) collisions with other animals or objects; and (8) the potential of a participant acting in a negligent manner that may contribute to an injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability. These and other risks can result in serious injury or even death. Participant or participant's parent, guardian or representative hereby specifically assumes these and all risks, and the risk of acts or omissions that constitute negligence for the safety of the participant by the equine activity sponsor and/or landowner, whether or not related to the preceding enumerated inherent risks.

## **AGREEMENT FOR RELEASE, WAIVER AND TO HOLD HARMLESS**

In consideration of the participant being permitted to enter upon the facility and/or receive instruction or assistance from the agents or employees of equine activity sponsor and/or engage in equine activities at the facilities, the undersigned on behalf of his or herself and on behalf of participant and his or her heirs, next of kin, dependents, guardians, parents, representatives, executors or administrators hereby does release, indemnify (including costs and attorney's fees) and hold harmless the equine activity sponsor and the landowner from any cause of action, claims, demands or liability of any

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nature whatsoever, which said participant, his or her representatives, parents, agents, guardians, heirs, next of kin, dependents, executors or administrators, may now have, or have in the future, against said equine activity sponsor and/or landowner, on account of death, personal injury, property damage, or accident of any kind arising out of the participant being at the facilities and/or the participant's participation in, or observation of equine activities.

Participant or participant's parent, guardian or representative understands that by signing this Release and in consideration of the privilege to enter upon the facilities and/or to participate in equine activities at the facilities, he/she covenants and agrees that he/she, as well as his/her heirs, next of kin, representatives, agents, guardians, dependents, parents, executors, administrators, successors and assigns, will never institute any suit at law or equity or take legal action of any kind or nature or otherwise against the equine activity sponsor and/or landowner or in any way aid in the institution or prosecution of any claims, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to his/her person, property, or the person or property of such minor child which may result from the participant's presence or attendance at and/or participation in equine activities.

**THIS RELEASE AND WAIVER OF LIABILITY SHALL REMAIN IN EFFECT UNTIL EXPRESSLY REVOKED IN WRITING BY THE PARTICIPANT OR PARENT, GUARDIAN OR REPRESENTATIVE, WITH RECEIPT ACKNOWLEDGED BY THE EQUINE ACTIVITY SPONSOR.**

Participant states that he/she is of lawful age and legally competent to sign this release and waiver of liability which he/she has fully read, completely understands, having consulted and relied upon his own advisors on all questions in connections therewith, has not relied upon the equine activity sponsor and/or landowner for any advice or explanation in connection therewith and agrees with the terms of the release and waiver of liability. Participant understands the terms are contractual and not a mere recital and that he/she has signed this document of his /her own free will.

In the event that any of the provisions of this Release and Waiver of Liability are held to be unenforceable, the remaining portions of this Release and Waiver of Liability will remain in full force and effect.

### **LIABILITY ACTIONS PROHIBITED**

Pursuant to Virginia Code §3.2-6202 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. No participant or parent, representative or guardian of a participant knowingly executing a waiver of rights to sue or agreeing to assume all risks may maintain an action against or

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recover from an equine activity sponsor or landowner or an equine professional for an injury to or the death of a participant engaged in an equine activity.

**COVENANT NOT TO SUE**

I, the participant, for myself and on behalf of the participant and our representatives, heirs, next of kin, guardians, agents, dependents, executors or administrators, for and in consideration of the privilege of being present at the facilities and/or participating in activities sponsored by Morningside Eventing, LLC and/or Morningside Equestrian Farm, LLC and pursuant to Virginia Code §3.2-6202, hereby promises not to sue or make any claim against Morningside Eventing, LLC and/or Morningside Equestrian Farm LLC and their members, managing members, managers, officers, directors, employees, subsidiaries, affiliates, agents, successors or independent contractors and any assigns of the said members, managing members, employees, managers, officers, subsidiaries, affiliates and directors due to any and all injuries, death and/or occurrences of any kind and nature which may arise during the course of any equine activities, shows, combined tests, three day eventing, clinics, training, lessons, exercising, transport and/or loading and unloading of horses, and any other activity that occurs at the facilities or is sanctioned by or in connection with Morningside Eventing, LLC and/or Morningside Equestrian Farm, LLC. This Covenant not to Sue includes, but is not limited to, personal injury or death, property damage, and any other civil damage arising from the aforesaid activities. This Covenant not to Sue is perpetual in duration.

I further certify that I have read this "Covenant not to Sue" and understand that, by my signature hereon, I am giving up any and all rights I may have to sue or make a claim against any of the above described persons or entities at any time in the future. I further certify that I have been given ample opportunity to review this document, having consulted and relied upon my own advisors on all questions in connections therewith, have not relied upon the equine activity sponsor and/or landowner for any advice or explanation in connection therewith and agrees with its terms and certify that I am signing this document freely and voluntarily and without duress from any source. In the event that any of the provisions of this Covenant not to Sue are held to be unenforceable, the remaining portions of this Covenant not to Sue will remain in full force and effect. I hereby warrant and represent that I am in fact the participant or parent, representative or guardian of such minor participant, with full rights of custody and control.

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature** of participant (if 18 years old or older)

\_\_\_\_\_  
**Print name** of participant

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Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**PARENT, REPRESENTATIVE OR GUARDIAN RELEASE  
AND LIABILITY WAIVER**

I am the parent, representative or guardian of the participating minor. **I have fully read, understand and agree with the terms of this release and waiver of liability**, having consulted and relied upon my own advisors on all questions in connections therewith, have not relied upon the equine activity sponsor and/or landowner for any advice or explanation in connection therewith and agree with the terms of the release and waiver of liability. On the minor's behalf and on my behalf and on the behalf of all other parents, representatives or guardians of the minor, I execute the foregoing release and waiver of liability as an inducement for my child, or this minor, being allowed to participate in equine activities at the facilities and warrant that I have the authority to give this release and waiver of liability being the parent, representative or guardian with full rights of custody and control and I completely understand that the terms of the release and waiver of liability are contractual and not merely a recital.

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature** of parent, representative or guardian

\_\_\_\_\_  
**Print name** of parent, representative or guardian

\_\_\_\_\_  
Relationship to participant

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_