

East Coast Stock Horse Association

Waiver and Assumption of Risks

According to Virginia law, 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. 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 related to equine activities 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 remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

I have read this Waiver and Assumption of Risks (Waiver) and have seen the posted copy of the Virginia Equine Activity Statute. My signature on this Waiver indicates that I understand that horses are sometimes dangerous; and that activities related to horse riding and care pose particular risks, including but not limited to (i) the propensity of an equine to behave in dangerous ways which may result in injury to persons around them, to themselves, other equines, other animals, or property; (ii) the inability to predict an equine's reaction to sound, movements, objects, persons or animals; and (iii) hazards of surface and subsurface conditions.

I hereby further certify that I knowingly and voluntarily assume the risk of any accident or injury that might occur to me or to a horse owned or used by me in the course of showing, training, riding, walking, or driving on the property located at 5229 Homestead Trl, Reva, VA 22735 (the Property).

The individuals and organizations located at the Property, which includes the East Coast Stock Horse Association (ECSHA), Cornerstone Horsemanship, Inc. (including its employees, stockholders, agents, servants, associate trainers, and interns), and the homeowners of the Property are hereby released and forever discharged for myself, my heirs, executors, and administrators of and from any and all manner and cause of actions, suits, recognizance, controversies, damages, liabilities, claims, and demands whatsoever in law or in equity which I now have or hereafter in the future can or may have or which any minors or children under my care hereafter can, shall or may have by reason of any manner, cause or thing whatsoever arising out of any manner or thing contained in this Waiver, or arising out of or in connection with riding or handling horses, being on the Property, or using any equipment or participating in any activity at the Property

I agree that the foregoing obligations shall be binding on me personally and for all members of my family including any minors accompanying me or sponsored by me. **I have carefully read this entire Waiver and fully understand its contents.** I AM AWARE THIS IS A RELEASE OF LIABILITY AND I HAVE SIGNED IT OF MY OWN FREE WILL. This Waiver shall be construed under the Laws of the Commonwealth of Virginia and shall continue in effect until canceled in writing by both parties.

NAME (print) _____

Signature of Participant

Date

IF PARTICIPANT IS A MINOR: Age (if minor): _____

I have the legal authority to sign this waiver on behalf of the minor identified above and by signing so state that I am the adult responsible for this minor:

Signature of Parent or Guardian

Health Acknowledgement & Liability Waiver

I, _____, am aware of the potential spread of COVID-19 that could result in severe illness and potential death. My presence at this event proves I voluntarily accept this risk and accept sole responsibility for any injury to myself or my children (including, but not limited to, illness, damage, loss, claim, liability, or expense of any kind) that may be experienced or incurred in connection with attendance at this equine event.

I understand that the risk of becoming exposed to or infected by COVID-19 at an equine event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, East Coast Stock Horse Association, show staff, employees, volunteers, participants, attendees and their families. I hereby release, covenant not to sue, discharge, and hold harmless East Coast Stock Horse Association, its agents, officers, directors, employees, volunteers, attendees or other participants from any claim.

SOCIAL DISTANCING

- I will, to the best of my ability, practice proper social distancing as recommended by the Center for Disease Control directives, as well as practice good hygiene (hand washing, use of hand sanitizer, wearing of a mask if and when required, etc.) and follow other health recommendations.
- I will not ride in groups closer than 6 feet and will practice social distancing in holding areas, warm up arenas, stalling and RV areas.

HEALTH REPORTING

- I have not experienced new or worsening symptoms of possible COVID-19 in the last 14 days, including cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste or smell, diarrhea, feeling feverish or a temperature greater than 100°.
- I have not had close contact with a person symptomatic or confirmed to have COVID-19 in the last 14 days.
- I have not been diagnosed with COVID-19 within the last 14 days. If I have been infected by COVID-19 at any time, I have been medically released to return to normal activities.
- If I develop a fever and symptoms, such as a cough or difficulty breathing, or if I am diagnosed with COVID-19 within 14 days of this event, I will report this information to the East Coast Stock Horse Association.

Signed: _____ Date: _____

Parent/Guardian: _____ Date: _____

If under 18, a parent or guardian must sign.