

# Hunter's Rest LLC

*Betsy Burke Parker*

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## EQUINE ACTIVITY RELEASE AND WAIVER OF LIABILITY

Rider information

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Age: \_\_\_\_\_

In case of emergency: \_\_\_\_\_

\_\_\_\_\_

Allergies/medications: \_\_\_\_\_

\_\_\_\_\_

Parent information (under 18)

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Work phone: \_\_\_\_\_

Cell phone/pager: \_\_\_\_\_

Medical information: \_\_\_\_\_

\_\_\_\_\_

\* With this waiver I accept notice of the provisions of the Equine Activity Liability Act, Sections 3.1-796.130 through 3.1-796.133 of the Code of Virginia (the "Act"), which state in part that there are inherent risks in equine activities. As stated in the Act, these risks include, but are not limited to, (i) the propensity of an equine to behave in dangerous ways that may result in injury, harm, or death to the participant; (ii) the inability to predict an equine's reaction to such things as sound, movement, 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.

\* I agree to remise, release and forever discharge Betsy Burke Parker, Jackie Burke and-or Hunter's Rest LLC (the "facility"), its owners, operators, affiliates, partners, directors, officers, employees and contractors, and all of their respective heirs, executors, administrators, successors and assigns, from any and all claims, demands, actions, causes of action, suits, debts, liabilities, obligations, judgments, executions and legal proceedings of any kind whatsoever, past, present and future, known and unknown, in any way relating to this contract, operation of the facility; the use of the facility; the use of any equine-related equipment provided by Betsy Parker and-or Hunter's Rest LLC, included but not limited to saddles and other tack; the use of any equines owned by Betsy Parker and-or Hunter's Rest LLC, as well as any equines owned by others that are boarded at Hunter's Rest, either regularly or occasionally; the selection of the equine for use by the rider; the size or temperament of the equine selected; and any and all services performed by Betsy Parker and-or Hunter's Rest LLC. The foregoing waiver and release applies equally to the owners of any equines boarded at Hunter's Rest, either regularly or occasionally, as well as their affiliates, partners, employees and contractors.

\* I agree that Betsy Parker and-or Hunter's Rest LLC is protected by this waiver, as are contract teachers, and other students who may assist in giving instruction.

\* I shall defend all such indemnified claims on Betsy Parker, Jackie Burke and-or Hunter's Rest LLC behalf and shall pay all damages, judgments, expenses, costs,

attorney's fees and other amounts incurred by Betsy Parker, Jackie Burke and-or Hunter's Rest LLC in connection therewith. I further release owners and assigns of Betsy Parker, Jackie Burke and all neighboring landowners over whose land I-we might ride.

\* I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against all of the afore-listed arising from any damages, injury or death which I might sustain or which might occur to any horse I am riding. I indemnify Betsy Parker, Jackie Burke and-or Hunter's Rest LLC, it's owners, agents, employees and landowners for any injury, death, loss or damage to any personal property which might occur while participating in an equine activity as defined by § 3.1-796.130 of the Code of Virginia, 1950, as amended, or social functions sponsored by Betsy Parker and-or Hunter's Rest LLC or held in their behalf.

\* The signed or the parent of named minor student consents to any medical, surgical, hospital and related services that may be rendered under the general or specific instructions of any physician, hospital or health care professional. It is expressly understood that this consent is given IN ADVANCE of any specific diagnosis or treatment. It is given to encourage Betsy Parker, Jackie Burke and-or Hunter's Rest LLC staff, hospital staff and health care professionals to exercise their best judgments as to immediate treatment. The undersigned shall pay all fees, charges and costs incurred.

\* I am aware that horseback riding, jumping, ground training, grooming, riding lessons and other equine activities are athletic events which pose potentially serious risks of injuries or death. I understand that my horse or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of anyone. I also understand that horses, even the most well trained, are often unpredictable and can be difficult to control.

\* With this waiver, I expressly assume the risk of injury or death due to my own negligence, or that of Betsy Parker and-or Hunter's Rest LLC, owners, agents, employees, and staff or any landowners, their families and tenants. I hereby take responsibility for my own safety or for the safety of my minor child.

\* BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, WAIVING AND RELEASING ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST BETSY BURKE PARKER, JACKIE BURKE and-or HUNTER'S REST LLC, OWNERS, AGENTS, EMPLOYEES, AND STAFF, OR ANY LANDOWNERS, THEIR FAMILIES, OR TENANTS, OVER WHOSE LAND I (OR MY MINOR CHILD) RIDE, FOR ANY INJURIES I (OR MY MINOR CHILD) MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY. I INDEMNIFY AND HOLD HARMLESS BETSY BURKE PARKER and-or HUNTER'S REST LLC, JACKIE BURKE, STAFF, OWNERS OF ANY HORSE BOARDED AT HUNTER'S REST LLC REGULARLY OR OCCASIONALLY, OR ANY LANDOWNERS, THEIR FAMILIES, OR TENANTS, OVER WHOSE LAND I (OR MY MINOR CHILD) RIDE. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THIS HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

\_\_\_\_\_ Print participant's name  
\_\_\_\_\_ Print parent-guardian name for minor child  
\_\_\_\_\_ Participant's (or parent-guardian) signature  
\_\_\_\_\_ Date