



**OCH RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT
(for Adult Participant)**

Acknowledgment and Assumption of Risk. I, _____ (printed name), (“Rider”) request permission to participate and engage in cross-country horseback riding activities, foxhunting and other equine activities with or sponsored by the Orange County Hounds, Inc., a Virginia nonstock corporation (“OCH”). I fully understand and acknowledge that cross-country horseback riding, foxhunting and other equine activities are dangerous and that despite all safety precautions there are many obvious and subtle risks and intrinsic dangers always present in them and in pasture, paddock, stable, loading and unloading routines involving equines. I recognize that such risks and intrinsic dangers include, but are not limited to: (i) the propensity of equines to behave in ways which may result in injury, harm or death to persons on or around them; (ii) the unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; (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; (vi) the fact that equines are creatures of independent action and may act unpredictably at any time with or without a recognizable stimulus; (vii) hazards presented by wildlife, livestock and domestic animals; (viii) latent dangers present in all types of equipment, fencing, obstacles, tools, vehicles and machinery used in equine activities and/or in and around a farm; (ix) the fact that items of saddlery and tack may have weaknesses and flaws; and (x) the fact that there may be a negligent act or omission, whether or not in combination with any of the above risks, by any Master, officer, director, member, employee, volunteer, guest, invitee or agent of OCH or of any landowner whose property is made available for OCH Activities, as defined below. I understand that such risks and intrinsic dangers may cause, contribute to or result in my serious injury or death, and I hereby assume all such risks and intrinsic dangers, both enumerated and not enumerated, associated with any equine activities in which I may participate which are sponsored by or occur on property owned, controlled or made available to OCH for equine activities (“OCH Activities”). This Release, Waiver and Indemnification Agreement (hereinafter, “Release”) shall remain valid unless and until OCH receives an express written revocation duly executed by the participant or by the parent(s) or guardian(s) of a minor.

Release, Waiver and Indemnification. As part of the consideration for my being permitted to participate and engage in OCH Activities, I hereby on behalf of myself, my heirs, assigns, guardians and legal representatives, release from liability and waive (give up) any and all rights that I may have to make a claim against or to sue (a) OCH, its Masters, officers, directors, members, employees, volunteers, invitees and agents and the trustees of all trusts for the benefit of OCH, (b) other participants in OCH Activities, (c) the owners (and their heirs, personal representatives, successors, assigns, members, shareholders, directors, officers, employees, agents, invitees, tenants, trustees and beneficial owners) of property made available for OCH Activities and/or of all animals involved in OCH Activities or pastured or boarded on property on which OCH Activities occur, and (d) all equine activity sponsors involved in OCH Activities for any kind of injury, including death, to me or my equine or damage to my property arising from any cause (including gross negligence but not wanton or willful misconduct) and intrinsic dangers occurring during or as a result of my participation in OCH Activities. In addition, I, my heirs, assigns, guardians and legal representatives shall hold harmless and indemnify all individuals and entities described in this paragraph (the “Released Parties”) from any and all losses, claims, suits, judgments, costs (including defense costs and attorneys’ fees) or liability resulting from my participation in OCH Activities.

Virginia Equine Activity Liability Act and Limitation on Landowner Liability. I understand that this Release, Waiver and Indemnification Agreement (“Release”) is given under Virginia’s Equine Activity Liability Act (Va. Code §§ 3.2-6200 through 3.2-6203, the “Act”) and any amendments thereto. All terms defined by the Act shall have the same meaning in this Release, and the Act is hereby incorporated into this Release by reference. This Release shall be construed so as to satisfy the notice, assumption of risks and waiver requirements of the Act and to provide OCH, its Masters, officers, directors, members, employees, volunteers, guests, invitees and agents and the trustees of trusts for the benefit of OCH and all equine activity sponsors involved in OCH Activities the fullest protection afforded by the Act. Further, this Release shall be in addition to, and not in substitution for, all limitations of liability provided to landowners (as defined therein) by Virginia Code §29.1-509, which limits a landowner’s liability to persons entering upon a landowner’s property for recreational purposes.

Protective Headgear Requirement I have been advised that I should purchase and wear protective headgear (an approved helmet), and that wearing such helmet while mounting, riding, dismounting and otherwise while being around equines may prevent or reduce the severity of head injuries and even prevent death as the result of a fall or other occurrences. I understand that riding helmets are strictly required at all times while mounted for riders participating in OCH Activities. In addition, I acknowledge that OCH recommends that I wear a “flak jacket” while mounted, and I assume full responsibility for my decision on whether to follow OCH’s recommendation in this regard.

Legal Capacity. I am eighteen years old or older and have full legal authority to execute this Release.

Health Care Authorization. I authorize and consent to any emergency medical care which may at the time appear reasonably appropriate under the circumstances if I am injured or become ill while participating in an OCH Activity. I also hereby authorize any veterinary arrangements for my equine(s) considered appropriate by an OCH Master in the event of my injury or illness while participating in an OCH Activity. IN CASE OF EMERGENCY,

NOTIFY: _____ TELEPHONE _____

Scope of Release. To the extent possible, this Release shall be construed in such a manner as will render it fully enforceable; but if any provision is found to be unenforceable, such provision (or so much thereof as is found to be unenforceable) shall be deleted and the remainder of this Release shall continue in full force and effect. This Release is executed in _____ County, Virginia and the parties agree that Virginia law shall govern any dispute connected with it.

I HAVE CAREFULLY READ THIS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT AND UNDERSTAND THAT BY SIGNING IT I AM GIVING UP RIGHTS I MAY HAVE NOW OR IN THE FUTURE TO SUE OR MAKE A CLAIM AGAINST OCH AND THE RELEASED PARTIES AND THAT I AM COMMITTING MYSELF TO HOLD OCH AND THE RELEASED PARTIES HARMLESS FROM ANY CLAIMS OR DAMAGES RESULTING FROM MY PARTICIPATION OR ENGAGEMENT IN OCH ACTIVITIES. I AM AWARE THAT THIS IS A BINDING CONTRACT BETWEEN ME AND OCH AND EACH OF THE RELEASED PARTIES. I HAVE HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT WITH LEGAL COUNSEL OF MY CHOICE, AND I SIGN IT VOLUNTARILY.

IN WITNESS WHEREOF, this instrument is duly executed this day, _____ (date)

RIDER:

WITNESS:

Signature

Signature

Printed Name

Printed Name

Address

Address

Telephone Number

Telephone Number

HUNT AFFILIATION:
