

ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT

In consideration of the opportunity to participate in equine activities and social functions sponsored by the Old Dominion Hounds (ODH) on the real property of landowners whose land is used by ODH (Landowner(s)), the undersigned rider (Rider), as set forth herein (Agreement), agrees as follows:

1. Rider acknowledges and understands that there are risks of injury and damage in horseback riding and equine activities and that the actions of a horse are not predictable. These risks include (i) the propensity of equines to behave in ways that 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; 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. Rider has been advised that protective headgear (helmet with harness) must be worn at all times while riding a horse. Rider hereby assumes the risk of any bodily injury or property damage that might occur while participating in or observing any equine activity or social function sponsored by ODH, including, but not limited to, fox hunts, trail rides, horse shows, hunter trials, point-to-point races, hunt breakfasts, landowner parties and hunt balls.

FURTHER, I HEREBY STATE THAT I HAVE BEEN GIVEN NOTICE OF AND THAT I HAVE READ §§ 3.2-6200 THROUGH 6203 OF THE CODE OF VIRGINIA, 1950, ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, AND, AS EVIDENCED BY MY SIGNATURE BELOW, WHICH WAS KNOWINGLY, INTENTIONALLY AND COMPETENTLY GIVEN, HEREBY STATE THAT I AM AWARE OF THE INHERENT RISKS OF EQUINE ACTIVITY AS SET FORTH ABOVE, AND AS DEFINED AND ENUMERATED IN SAID PROVISIONS, AND THAT I EXPRESSLY ASSUME ALL RISKS AS SET FORTH ABOVE, AND AS ENUMERATED IN SAID PROVISIONS, AS WELL AS ALL OTHER RISKS IN CONJUNCTION WITH EQUINE ACTIVITIES SPONSERED IN WHOLE OR IN PART BY ODH AND/OR ITS LANDOWNERS, WHETHER OR NOT THE NEGLIGENCE OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO ODH AND ITS LANDOWNERS, MAY BE INVOLVED.

2. Rider hereby releases and waives any and all claims or causes of action for injuries, damages, losses and expenses arising out of participation in or observation of any equine activity or social function sponsored by ODH.

FURTHER, I HEREBY STATE THAT I HAVE BEEN GIVEN NOTICE OF AND THAT I HAVE READ § 29.1-509 OF THE CODE OF VIRGINIA, 1950, ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, AND, AS EVIDENCED BY MY SIGNATURE BELOW, WHICH WAS KNOWINGLY, INTENTIONALLY AND COMPETENTLY GIVEN, HEREBY STATE THAT I AM AWARE THAT LANDOWNERS OF ODH OWE NO DUTY TO ME AS A LICENSEE, AND THAT I, MY ESTATE, AGENTS, HEIRS OR ASSIGNS, EXPRESSLY RELEASE AND WAIVE, NOW AND FOREVER, ANY AND ALL POTENTIAL CLAIMS THAT I MAY HAVE, NOW OR IN THE FUTURE, BY ENGAGING IN, OR OBSERVING, EQUINE ACTIVITIES ON THE PROPERTIES OF THE LANDOWNERS OF ODH.

3. Rider hereby agrees to indemnify and save harmless (i) ODH, its masters, staff, agents, employees, members and guests, and (ii) Landowner, his agents, employees, tenants and guests from any claims or causes of action as set forth herein.

4. This agreement shall remain valid until revoked in writing and shall be binding on my heir(s), executor(s) and personal representative(s).

IF RIDER IS A MINOR OR OTHERWISE UNDER A LEGAL DIABILITY, THIS AGREEMENT SHALL BE SIGNED BY RIDER'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN EXPRESSLY AKNOWLEDGES AND AGREES TO ALL PROVISIONS OF THIS AGREEMENT, ON BHALF OF RIDER, AND FURTHER RELEASES AND WAIVES, NOW AND FOREVER, ANY AND ALL POTENTIAL CLAIMS RIDER, RIDER'S ESTATE, AGENT, HEIRS OR ASSIGNS, MAY HAVE, NOW OR IN THE FUTURE, AGAINST ODH AND/OR LANDOWNERS OF ODH, BY ENGAGING IN, OR OBSERVING, EQUINE ACTIVITES AND SOCIAL FUNCTIONS SPONSERED BY ODH.

RIDER Signature: _____ Date: _____

Printed Name: _____ Hunt Membership: _____
(if applicable)

Address: _____

Email address: _____ Telephone: _____

Parent or Legal Guardian must sign in addition to Rider under 18 years of age.

Date: _____
PARENT OR LEGAL GUARDIAN

Printed Name: _____ Hunt Membership: _____
(if applicable)

Address: _____

Email address: _____ Telephone: _____

Title 3.2 AGRICULTURE, ANIMAL CARE, AND FOOD.

Chapter 62 Equine Activity Liability (3.2-6200 thru 3.2-6203)

3.2-6200 Definitions.

As used in this chapter, unless the context requires a different meaning:

"Engages in an equine activity" means: (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity.

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

"Equine activity" means: (i) equine shows, 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 events, 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; (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.

"Equine activity sponsor" means any person or his agent who, for profit or not for profit, sponsors, organizes, or provides the facilities for an equine activity, including pony clubs, 4-H clubs, hunt clubs, riding clubs, school- and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including stables, clubhouses, ponyride strings, fairs, and arenas where the activity is held.

"Equine professional" means a person or his agent engaged for compensation in: (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine; or (ii) renting equipment or tack to a participant.

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines to behave in ways that 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; 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.

"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.

(1991, c. 358, 3.1-796.130; 2003, c. 876; 2008, c. 860.)

3.2-6201 Horse racing excluded.

The provisions of this chapter shall not apply to horse racing, as that term is defined by 59.1-365.

(1991, c. 358, 3.1-796.131; 2008, c. 860.)

3.2-6202 Liability limited; liability actions prohibited.

A. Except as provided in 3.2-6203, 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.

B. Except as provided in 3.2-6203, 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 specifically enumerated under this subsection 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 give notice to the participant of the intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

(1991, c. 358, 3.1-796.132; 2003, c. 876; 2008, c. 860.)

3.2-6203 Liability of equine activity sponsors, equine professionals.

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional or any other person who:

1. Intentionally injures the participant;
2. Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of 3.2-6202; or
3. Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.

(1991, c. 358, 3.1-796.133; 2003, c. 876; 2008, c. 860.)

Title 29.1. Game, Inland Fisheries and Boating » Chapter 5. Wildlife and Fish Laws »

§ 29.1-509. Duty of care and liability for damages of landowners to hunters, fishermen, sightseers, etc.

A. For the purpose of this section:

"Fee" means any payment or payments of money to a landowner for use of the premises or in order to engage in any activity described in subsections B and C, but does not include license fees, insurance fees, handling fees, transaction fees, administrative fees, rentals or similar fees received by a landowner from governmental, not-for-profit, or private sources, or payments received by a landowner for rights of ingress and egress or from incidental sales of forest products to an individual for his personal use, or any action taken by another to improve the land or access to the land for the purposes set forth in subsections B and C or remedying damage caused by such uses.

"Land" or "premises" means real property or right-of-way, whether rural or urban, waters, boats, private ways, natural growth, trees, railroad property, railroad right-of-way, utility corridor, and any building or structure which might be located on such real property, waters, boats, private ways and natural growth.

"Landowner" means the legal title holder, any easement holder, lessee, occupant or any other person in control of land or premises, including railroad rights-of-way.

"Low-head dam" means a dam that is built across a river or stream for the purpose of impounding water where the impoundment, at normal flow levels, is completely within the banks, and all flow passes directly over the entire dam structure within the banks, excluding abutments, to a natural channel downstream.

B. A landowner shall owe no duty of care to keep land or premises safe for entry or use by others for hunting, fishing, trapping, camping, participation in water sports, boating, hiking, rock climbing, sightseeing, hang gliding, skydiving, horseback riding, foxhunting, racing, bicycle riding or collecting, gathering, cutting or removing firewood, for any other recreational use, for ingress and egress over such premises to permit passage to other property used for recreational purposes or for use of an easement granted to the Commonwealth or any agency thereof or any not-for-profit organization granted tax-exempt status under § 501(c)(3) of the Internal Revenue Code to permit public passage across such land for access to a public park, historic site, or other public recreational area. No landowner shall be required to give any warning of hazardous conditions or uses of, structures on, or activities on such land or premises to any person entering on the land or premises for such purposes, except as provided in subsection D. The provisions of this subsection apply without regard to whether the landowner has given permission to a person to use their land for recreational purposes.

C. Any landowner who gives permission, express or implied, to another person to hunt, fish, launch and retrieve boats, swim, ride, foxhunt, trap, camp, hike, bicycle, rock climb, hang glide, skydive, sightsee, engage in races, to collect, gather, cut or remove forest products upon land or premises for the personal use of such person, or for the use of an easement or license as set forth in subsection B does not thereby:

1. Impliedly or expressly represent that the premises are safe for such purposes; or
2. Constitute the person to whom such permission has been granted an invitee or licensee to whom a duty of care is owed; or
3. Assume responsibility for or incur liability for any intentional or negligent acts of such person or any other person, except as provided in subsection D.

D. Nothing contained in this section, except as provided in subsection E, shall limit the liability of a landowner which may otherwise arise or exist by reason of his gross negligence or willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity. The provisions of this section shall not limit the liability of a landowner which may otherwise arise or exist when the landowner receives a fee for use of the premises or to engage in any activity described in subsections B and C. Nothing contained in this section shall relieve any sponsor or operator of any sporting event or competition including but not limited to a race or triathlon of the duty to exercise ordinary care in such events. Nothing contained in this section shall limit the liability of an owner of a low-head dam who fails to implement safety measures described in subsection F.

E. For purposes of this section, whenever any person enters into an agreement with, or grants an easement or license to, the Commonwealth or any agency thereof, any locality, any not-for-profit organization granted tax-exempt status under § 501(c)(3) of the Internal Revenue Code, or any local or regional authority created by law for public park, historic site or recreational purposes, concerning the use of, or access over, his land by the public for any of the purposes enumerated in subsections B and C, the government, agency locality, not-for-profit organization, or authority with which the agreement is made shall indemnify and hold the landowner harmless from all liability and be responsible for providing, or for paying the cost of, all reasonable legal services required by any person entitled to the benefit of this section as the result of a claim or suit attempting to impose liability. Any action against the Commonwealth, or any agency thereof, for negligence arising out of a use of land or railroad rights-of-way covered by this section shall be subject to the provisions of the Virginia Tort Claims Act (§ 8.01-195.1 et seq.). Any provisions in a lease or other agreement which purports to waive the benefits of this section shall be invalid, and any action against any county, city, town, or local or regional authority shall be subject to the provisions of § 15.2-1809, where applicable.

F. Any owner of a low-head dam may mark the areas above and below the dam and on the banks immediately adjacent to the dam with signs and buoys of a design and content, in accordance with the regulations of the Board, to warn the swimming, fishing, and boating public of the hazards posed by the dam. Any owner of a low-head dam who marks a low-head dam in accordance with this subsection shall be deemed to have met the duty of care for warning the public of the hazards posed by the dam. Any owner of a low-head dam who fails to mark a low-head dam in accordance with this subsection shall be presumed not to have met the duty of care for warning the public of the hazards posed by the dam.