

## **Release Agreement**

Between Tigchelaar Dressage & Hanover Heritage Equestrian Center LLC (HHEC)

*HHEC address: 7414 River Road, Hanover, VA 23069*

and \_\_\_\_\_

This release is given by the undersigned (the "Owner/Rider") in consideration of the agreement by Tigchelaar Dressage (Lani and Patrick Tigchelaar), Hanover Heritage Equestrian Center LLC (HHEC) (Wayne and Kim Lawhorn) to provide horseback riding opportunities, training of horse, clinics, horse leasing, horse sales, horseback riding instruction or any other equine activity. It shall be binding upon the Owner/Rider, the Owner/Rider's spouse, heirs, parents, family and household members, successors, executors, administrators, insurers, guardians, assigns and legal representatives. If the Owner/Rider is under the age of 18, a Parent or Legal Guardian is required to sign this agreement and is thereby bound to the terms and conditions within the Release Agreement.

The Owner/Rider realizes that there are risks inherent in participating in any equine related activity, including without limitation: 1) the propensity of a horse to behave in dangerous ways which may result in injury to or death of the participant; 2) the inability to predict a horse's reaction to sound, movement, objects, persons or animals; and 3) hazards such as surface or subsurface conditions. The Owner/Rider voluntarily assumes the risks of physical injury to persons or horse, death to persons or horse, or property damage, and acknowledges that it is not the responsibility of Tigchelaar Dressage (Lani and Patrick Tigchelaar), Hanover Heritage Equestrian Center LLC (HHEC) (Wayne and Kim Lawhorn) to assure the safety of the Owner/Rider participating in any equine-related activity.

The Owner/Rider releases, discharges, and agrees to indemnify and hold harmless Tigchelaar Dressage (Lani and Patrick Tigchelaar), Hanover Heritage Equestrian Center LLC (HHEC) (Wayne and Kim Lawhorn) and any employees, agents, representatives, spouse, heirs, parents, family and household members, successors, executors, administrators, insurers, assigns and legal representatives (collectively, "Releasees"), for all causes of action, claims, liabilities, judgments, costs, expenses, demands, and other obligations (collectively, "Claims") arising from the Rider's equine-related activities, whether or not occasioned by any Releasee's negligence or recklessness. This includes, without limitation: 1) Claims by the Owner/Rider, the Owner/Rider's spouse, heirs, parents, family and household members, successors, executors, administrators, insurers, guardians, assigns and legal representatives which arise out of the Owner/Rider's horseback riding, training of horse, horse leasing, horseback riding instructions, use of Releasees' tack, or other equine related activities, or which arise out of first aid or emergency medical treatment furnished by any of the Releases; 2) Claims by any person present at the Owner/Rider's request or invitation or with the Owner/Rider's permission, whether express or implied; 3) Claims by any third person arising out of the actions or omissions of the Owner/Rider, the Owner/Rider's animals, attendants, or persons present at the Owner/Rider's request or invitation or with the Owner/Rider's permission, whether express or implied.

The Owner/Rider and Tigchelaar Dressage (Lani and Patrick Tigchelaar), Hanover Heritage Equestrian Center LLC (HHEC) (Wayne and Kim Lawhorn) declare and represent that no promises, inducement, or agreements not here expressed have been made to the Owner/Rider or to Tigchelaar Dressage (Lani and Patrick Tigchelaar), Hanover Heritage Equestrian Center LLC (HHEC) (Wayne and Kim Lawhorn) with respect to the subject matter of this Release, that this Release contains the entire agreement between the Owner/Rider and Tigchelaar Dressage (Lani and Patrick Tigchelaar), Hanover Heritage Equestrian Center LLC (HHEC) (Wayne and Kim Lawhorn) with respect to subject matter of this Release and that the terms of this Release are contractual and not a mere recital.

This Release shall constitute the entire agreement between the Owner/Rider and Tigchelaar Dressage (Lani and Patrick Tigchelaar), Hanover Heritage Equestrian Center LLC (HHEC) (Wayne and Kim Lawhorn) with

respect to the subject matter contained herein, and it supersedes all prior or contemporaneous agreements, understandings, and representations on the subject matter hereof. This Release shall not be modified or waived orally or by accession and may only be modified or waived by a writing signed between the Owner/Rider and Tigchelaar Dressage (Lani and Patrick Tigchelaar), Hanover Heritage Equestrian Center LLC (HHEC) (Wayne and Kim Lawhorn).

The Owner/Rider and Tigchelaar Dressage (Lani and Patrick Tigchelaar), Hanover Heritage Equestrian Center LLC (HHEC) (Wayne and Kim Lawhorn) declare and represent that this Release has been entered into voluntarily, that the Owner/Rider has read this Release in full, and that the Owner/Rider and Tigchelaar Dressage (Lani and Patrick Tigchelaar), Hanover Heritage Equestrian Center LLC (HHEC) (Wayne and Kim Lawhorn) have had an opportunity to consult with anyone they wish concerning its ramifications.

This Release shall be construed in accordance with, and is expressly made subject to the laws of the Commonwealth of Virginia, including conflicts of law provisions thereof. This Release shall be construed so as to permit its enforcement to the fullest extent permissible under the laws of the Commonwealth of Virginia and the invalidity, illegality or unenforceability of any provision or part of any provision of this Release under any law shall not affect the other provisions or parts of this Release which shall remain in full force and effect.

Under Virginia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risks of equine activity, pursuant to Virginia. Code Ann. 3.2-6200-6302- (formerly cited as VA ST § 3.1-796.130 - 133).

I HAVE READ AND UNDERSTAND THE FOREGOING. I FURTHER UNDERSTAND THAT IN SIGNING THIS AGREEMENT, I AM GIVING UP MY RIGHTS THAT I WOULD NORMALLY OTHERWISE RETAIN, AND AM DOING SO VOLUNTARILY.

_____ Owner/Rider's Name (print)	
_____ Owner/Rider's Signature	_____ Date
_____ Parent/Legal Guardian Name (print)	
_____ Parent/Legal Guardian Signature	_____ Date
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Address: _____ _____	
Home#: _____	Work#: _____
Cell#: _____	Stable#: _____
Email: _____	
Rider D.O.B.: _____	
Emergency Contact: _____	
Phone Number: _____	

Tigchelaar Dressage BY:	
_____ Signature	_____ Date
_____ Printed Name	
Hanover Heritage Equestrian Center LLC (HHEC) BY:	
_____ Signature	_____ Date
_____ Printed Name	