

**COMMONWEALTH OF VIRGINIA**

**PRIDEMORE PEAK, LLC**

**WAIVER OF LIABILITY**

**COUNTY OF CARROLL**

I, the undersigned participant, hereby agree to the provisions of this Waiver of Liability Release, ("this Agreement") with PRIDEMORE PEAK, LLC ( "Pridemore Peak") and JOSEPH GOUVEIA and LILLI WOLF-GOUVEIA (the "Owner"), on behalf of myself and each and every minor participant for whom I am signing this Agreement (as named below), as follows:

1. I/we agree to follow all instructions given or rules established by Pridemore Peak, their employees or other agents concerning my/our use of any horse or of any equipment or gear located on or brought on the premises of the Owner. It is highly recommended for safety reasons that a riding helmet be worn while engaged in equine activities. I hereby accept full responsibility for all injuries that might occur as a result of failure to wear a riding helmet.
2. I/we have full and complete notice and understanding of the many risks inherent in Agriculture specifically equine activities which may cause, contribute to or result in SERIOUS INJURY OR EVEN DEATH or damage to property (the "Risks"), regardless of previous training and past performance of the horse including but not limited to the following: (a) Horses have a propensity to behave in dangerous ways; (b) It is not expected that anyone will be able to predict or foresee a horse's reaction to excitement, weather conditions, sound, movements, objects, persons, animals, nor the effects of any such reactions; (c) Surface and subsurface conditions pose many potential hazards, both obvious and hidden; (d) There is always a risk that tack or harness may slip or break or that the horse or the participant may become entangled in tack, harness or vehicles used in an equine activity; and (e) There is a risk of the participant falling from or otherwise becoming unstable on a horse or a vehicle used in an equine activity or for the horse to trip and/or fall down without warning.
3. I/we have full and complete notice and understanding that this Agreement and all Agriculture activities provided by Pridemore Peak are partially governed by the Virginia Equine Activity Liability Act (Code of Virginia {3.1-796.130, {3.1-796.132, 53.1796.133 et seq., Please see exhibit A), as it may now provide or be hereafter amended ("the Act"), which Act is hereby incorporated in this Agreement by reference; that all terms defined by the Act shall have the same meaning herein; and that this Agreement shall be so construed as to provide to Pridemore Peak, the protection of a release, waiver of right to sue and assumption of all risk which is afforded by the Act.
4. I/we hereby RELEASE and WAIVE all rights which I/we may have or may hereafter have against Pridemore Peak and/or the Owner for death, personal injury or property

damage which is in any way associated with the Risks or otherwise covered under the Act; I/we hereby WAIVE any right to sue or to bring any action against Pridemore Peak and/or the Owner in connection therewith including any negligent act or omission by either of them or by any employee or agent of either of them; I/we hereby agree to INDEMNIFY and HOLD HARMLESS Pridemore Peak and/or the Owner from and against any such suit or action and agree to pay any attorney fees which may arise if any such suit or action is filed; and I/we hereby expressly ASSUME ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the Risks or otherwise covered under the Act.

5. I/we hereby authorize and consent to any emergency medical care which may be administered as a result of injury or sickness caused by or incurred in the course of any equine activity.
6. Guests also understand that attending a facility in the country may involve voluntary participation in physical activities both indoors and outdoors and certain exposure to wildlife and walks, steps, paths, and roads that are uneven. With these and all related activities, there is a certain element of risk. Guests acknowledge that participation and use of facilities and grounds are at Guest's own risk and that Guests assume all responsibilities for any and all aspects of participation.
7. To the extent possible, this Agreement shall be construed in such manner as will render each provision fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.

I have read, understand and fully agree to the terms of this Waiver and Release. I understand and confirm that by signing this Waiver and Release I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. I hereby certify that I am 18 years of age or older, mentally competent to enter into this waiver, or this waiver is being signed by my parent and/or guardian and I have (or my parent/guardian has) read the above carefully before signing.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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PARTICIPANT SIGNATURE  
(or parent/guardian of participant)