

**WINDY MEADOWS FARM RELEASE WAIVER**

**Name:**

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**EACH PARTICIPANT MUST COMPLETE, SIGN, AND RETURN THE FOLLOWING WAIVER INFORMATION, WHICH WILL HEREAFTER BE REFERRED TO AS THE “AGREEMENT.”**

I, as participant or parent or guardian of participant, acknowledge that equine activities are athletic activities that pose potentially serious risk of injuries or death to participants in equine activities. I acknowledge that there are certain intrinsic dangers or conditions that are an integral part of equine activities, including but not limited to, (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 (collectively, “Intrinsic Dangers of Equine Activities”). I understand that participants in equine activities may be injured or killed as a result of their own negligence, the negligence of others or through no fault of participant or anyone else.

In consideration of Windy Meadows Horse Farm allowing participant to participate in equine activities at Windy Meadows, on behalf of myself and my heirs, successors, and assigns I hereby release and waive any rights to make any claim against Windy Meadows Horse Farm, its employees, agents and representatives for any loss, damage, injury, or death to person or property sustained by participant in equine activities by any cause whatsoever, including but not limited to, (i) the Intrinsic Dangers of Equine Activities; (ii) the experience level of any participant; (iii) a known or unknown health condition of any participant; and/ or (iv) the condition and age of equipment or tack. I hereby acknowledge and assume all of the foregoing risks and any other risks inherent in equine activities and accept complete responsibility for making any and all examinations or inspections relating to those risks and any other potential risks of recreational activities, and I agree and understand that Windy Meadows Horse Farm shall have no responsibility whatsoever to make any such examination or inspection. I further assume all risk of participating in equine activities, and agree to indemnify and hold harmless Windy Meadows Horse Farm, its employees, representatives and agents from and against, all of the foregoing claims and any and all loss, damage, injury, or death to person or property by whatever cause including any act or omission negligent or otherwise, on the part of Windy Meadows Horse Farm, its employees, representatives or agents, or on the part of any other person arising from or related to participation in equine activities.

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With this waiver, I accept notice of the provisions of the Virginia Equine Activity Liability Act, Va. Code §§ 3.1-796.130 through 133. This waiver shall remain valid unless and until revoked in writing by the participant or the parent or guardian of any minor signing below, with receipt acknowledged by Windy Meadows Horse Farm. I hereby certify that the statements and representations in this Agreement are being made by me knowingly, freely, and voluntarily, and I understand that Windy Meadows Horse Farm is expressly relying upon the foregoing statements and representations in permitting my/my child's participation in any equine activities.

**Participant:**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_  
\_\_\_\_\_ Birth Date \_\_\_\_\_  
\_\_\_\_\_ Date Signed \_\_\_\_\_  
\_\_\_\_\_

**Parent(s) or Guardian(s):**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_  
\_\_\_\_\_ Relationship to \_\_\_\_\_  
Student \_\_\_\_\_ Date Signed \_\_\_\_\_  
\_\_\_\_\_

**PARENT OR GUARDIAN RELEASE, WAIVER AND EMERGENCY MEDICAL AUTHORIZATION**

**I am the parent or guardian of \_\_\_\_\_, a minor. On the behalf of myself, the minor, and all other parents or guardians of minor, and the respective heirs, successors, and assigns of each, I accept, acknowledge, and agree to the release, indemnification and waiver of liability contained in this Agreement as inducement for allowing my child, or this minor, to participate in equine activities at or through Windy Meadows Horse Farm and I execute this Agreement on behalf of the participant and my own behalf.**

**In the event that participant is injured while participating in equine activities at Windy Meadows Horse Farm, I hereby give my permission to any physician and any health care facility to render any appropriate medical care to the participant, including but not limited to hospitalization, tests, medication, anesthesia and surgery. A copy (including facsimile) of this Authorization shall have the same effect as the original.**

**Participant: Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Birth Date \_\_\_\_\_ Date Signed \_\_\_\_\_**

**Parent(s) or Guardian(s): Signature \_\_\_\_\_ Print**

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