

**SYMPHONY EQUESTRIAN
RELEASE AND WAIVER OF LIABILITY**

I am aware that horseback riding, clipping horses, handling horses, teaching, grooming, lessoning on horses and other equine activities are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse(s) or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well trained, are often unpredictable and are often difficult to control.

With this waiver I accept notice of the provisions of the Equine Activity Liability Act 3.2-6200 through 6203, 2008, as amended, which state in part: "(i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict an equine's reaction to sound, movements, objects, persons or animals; and (iii) the hazards of surface or subsurface conditions. The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by a representative of Symphony Equestrian, heretofore known as the "Symphony Equestrian". For the sake of clarity, "Symphony Equestrian" expressly includes owner and operator, Jessica Katherine Markiewicz ("Operator") and this waiver and release shall serve as a waiver and release from any liability of Jessica Katherine Markiewicz, in addition to Symphony Equestrian,

Furthermore, with this waiver, except where expressly otherwise prohibited by law, I expressly assume the risk of injury or death that results from Symphony Equestrian, Operator, their agents, employees, members, officers, directors, and staff, for my own safety or for the safety of my minor child, including, where applicable, on any premises or property, including your property, any third party's property and/or that of Symphony Equestrian.

To the fullest extent permitted by law, with the knowledge of the foregoing, and as an inducement for Symphony Equestrian and Operator to allow me to board, ride, handle, clip, teach, train, participate in clinics, other opportunities on their property and/or any other interaction with me and my horse, I hereby unconditionally waive and release any and all rights that I or my heirs may have to make a claim against Symphony Equestrian, Operator, their employees and participants, arising from any damages, injury, or death which I might sustain or which might occur to any horse(s). I further agree to indemnify and hold harmless all of the foregoing from any claims which I might make or which might be made on my behalf by others or which might be made against me by others, arising from riding, handling or otherwise performing any equine-related services by Symphony Equestrian. Furthermore, I agree to indemnify Symphony Equestrian, Operator, their employees, agents or participants, for any injury, death, loss, or damage to any personal property or tangible property which might occur during an equine activity as defined by 3.2-6200 through 6203, 2008, as amended, or social functions sponsored by Symphony Equestrian or held in our behalf or for our benefit, when such injury, death, loss or damage occurs on their property.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST SYMPHONY EQUESTRIAN, OPERATOR, AND PARTICIPANTS, OR EMPLOYEES PERFORMING ANY EQUINE-RELATED SERVICES, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY AND/OR FOR ANY INJURIES OR DEATH MY HORSE(S) MAY SUSTAIN AS A RESULT OF INTERACTING WITH SYMPHONY EQUESTRIAN AND/OR OPERATOR, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, SYMPHONY EQUESTRIAN, OPERATOR, AND EMPLOYEES PERFORMING EQUINE-RELATED SERVICES, FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED, IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, SYMPHONY EQUESTRIAN AND OPERATOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU FOR ANY USE OF SYMPHONY EQUESTRIAN'S PREMISES AND/OR FOR ANY EQUINE ACTIVITIES OCCURRING THERE OR ON ANY THIRD PARTY OR MY PREMISES, WHETHER A MOUNTED ACTIVITY, CLINIC, LESSON, BOARDING, CLIPPING, HORSE HANDLING, TRAINING, FARRIER AND/OR VETERINARY ACTIVITY AND HEREBY IRREVOCABLY RELEASE SYMPHONY EQUESTRIAN FROM ANY SUCH RESULTING LIABILITY.

This waiver shall be governed by the laws of the Commonwealth of Virginia, without regard to any conflict of law principles thereof. If any provision of this waiver is held by a court of competent jurisdiction to be invalid, excessive, illegal or unenforceable, such provision shall be stricken and the remainder of this waiver shall remain in full force and effect.

Signature (parent if under 18)

Address _____

Date _____