



Promise Ranch
2092 Plum Branch Rd
Concord VA 24538
434-221-8184
www.promiseranch.org
promiseranch21@gmail.com

Form 2 - Liability and Hold Harmless Agreement PROMISE RANCH, LLC.

WAIVER AND NOTICE

Check One:

Student: _____ Volunteer: _____ Staff: _____ Board Member: _____

I choose to participate in equestrian activities with Promise Ranch, LLC. And in order to do so, I agree to the following waiver of liability: I recognize that there are risks inherent in participating in any equine activity, including:

- 1) the propensity of an equine to behave in dangerous ways which may result in injury or death of the participant;
- 2) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and
- 3) certain hazards such as surface or subsurface conditions.

The undersigned, on behalf of himself/herself (hereinafter himself) and all members of his immediate family and household, and his and their heirs, executors, administrators as assigns, (collectively, the "PARTICIPANT") does hereby forever release and discharge PROMISE RANCH, LLC. and its members thereof, of any and all claims, demands, causes of reaction and liability of any nature, which may arise from or in connection with my participation in equestrian activities at PROMISE RANCH, LLC.

The PARTICIPANT hereby agrees to waive and not to assert or bring action at law or in equity or otherwise any claim, demand, cause of action, or liability against PROMISE RANCH, LLC. or its members.

Signature: _____

(Must be 18 years of age or older, legally responsible, or parent/guardian must sign)

Print name as shown above: _____

Participant's name (if applicable): _____

Date: _____

Street/P.O. Box: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email: _____



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RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

The undersigned participant, and his or her parent or legal guardian if the participant is under the age of 18 years old, is aware that equine activities in which the participant may directly or indirectly engage, whether mounted or unmounted, to include, but not be limited to: horseback riding, training, driving, jumping or otherwise being a passenger upon an equine; and also handling, leading, grooming and otherwise attending to the equine, are activities and events which pose potentially serious risks of injuries or death to the participants. I understand that the participant may be injured or die as a result of the participant's negligence, the negligence of others, or through no fault of the participant or anyone else but because of the nature of the activity in which the participant is going to be engaged. I also understand that horses, even the most well-trained, are unpredictable and may be difficult to control.

With this waiver, I accept notice of the provision of the Equine Activity Liability Act, Sections 3.2-6200 through 3.2-6203 of the Code of Virginia, 1950, as amended, which state in part, the intrinsic dangers or conditions that are an integral part of equine activities, including, but not limited to, the propensity of an equine 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 sounds, sudden movements, 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. This waiver shall remain valid unless expressly revoked by me, or if a minor, by a parent or guardian, in writing, with receipt acknowledged in writing by Michele and Bryan Parlier.

Furthermore, with this waiver, I expressly assume the risk of injury or death due to the ordinary negligence of Promise Ranch LLC, property located at 2092 Plum Branch Rd, Concord, VA 24538 and any and all of its owners, employees, agents, volunteers, and representatives. However, I understand that this release is not intended to prevent or limit liability in the event of gross negligence or willful misconduct by any of the aforementioned parties.

With knowledge of the foregoing, and as an inducement for the participant's ability to participate in equine activities at Promise Ranch LLC, do hereby agree to waive and release any and all rights that I or my heirs may have to make a claim against Promise Ranch and all its owners, agents, representatives and volunteers, arising from any damages, injury or death which the participant might sustain while engaging in equine activities at Promise Ranch. I further agree to indemnify and hold harmless Promise Ranch, its owners, agents, representatives and volunteers from any claims which I might make or which might be made on my behalf by others or which might be made against Promise Ranch by others, arising from the participant's equine activities at Promise Ranch. Furthermore, I agree to indemnify Promise Ranch for any injury, death, loss or damage to any personal property when such injury, death, loss or damage arises from the participant's equine activities at Promise Ranch or at any event hosted by Promise Ranch.

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 AGAINST PROMISE RANCH, LLC AND ANY OF ITS OWNERS, AGENTS, EMPLOYEES, VOLUNTEERS OR REPRESENTATIVES, FOR ANY INJURIES THE PARTICIPANT MIGHT SUSTAIN TO THEIR PERSON OR PERSONAL PROPERTY, WHILE HORSEBACK RIDING OR OTHERWISE PARTICIPATING, EITHER DIRECTLY OR INDIRECTLY, MOUNTED OR UNMOUNTED, IN AN EQUINE ACTIVITY AT PROMISE RANCH, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, PROMISE RANCH AND ALL OF ITS OWNERS, EMPLOYEES, AGENTS, VOLUNTEERS OR REPRESENTATIVES, FOR INJURIES TO ANYONE ELSE OR ANY HORSE HANDLED BY ANOTHER WHILE I AM ENGAGED IN EQUINE ACTIVITIES AT PROMISE RANCH. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THIS HOLD HARMLESS AGREEMENT AND I DO SO KNOWINGLY AND VOLUNTARILY.

RIDER/VOLUNTEER NAME: _____

SIGNATURE OF RIDER/VOLUNTEER: _____ DATE: _____

PARENT/GUARDIAN NAME: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

PARENT/GUARDIAN NAME: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____