

**COMMONWEALTH FOXHOUNDS HUNT  
RELEASE, WAIVER & INDEMNITY AGREEMENT**

The undersigned (hereinafter referred to as "Rider"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to participate in cross country horseback riding, foxhunting OR other related equine activities with Commonwealth Foxhounds Hunt and being fully aware of the risk of injury and dangers inherent in the riding and handling of horses, and the EXCEPTIONALLY DANGEROUS NATURE of riding cross country over steep and rough terrain, hereby elects voluntarily to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

By signing this waiver, rider accepts notice of the provisions of Sections 3.2-6200 through 3.2-6203 and 29.1-509 of the Code of Virginia which state in part: THAT THERE INHERENT IN AND INTRINSIC DANGERS IN EQUINE ACTIVITIES, including (i) the propensity of an equine to behave in dangerous ways which 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, 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, and rider expressly agrees to assume all such risks and waives all rights to sue for injuries caused by such risks.

Therefore, in consideration of being permitted to participate in any equine activity sponsored by the Commonwealth Foxhounds Hunt, rider knowingly and expressly waives rider's rights to sue the Commonwealth Foxhounds Hunt, its masters, members, employees, agents, successors, heirs, and assigns, for any injury, death, loss, or damage caused to rider or to rider's property, and rider agrees to assume all risks inherent in riding or otherwise coming in contact with horses, including, without limitation, the risks of injury, death, loss, or damage to rider or to rider's property.

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Release, Waiver and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that the Commonwealth Foxhounds Hunt is covered by the provisions of that Act. It is also expressly agreed by Rider and any parent or guardian whose signature appears on this document that the term "Member" as used herein, specifically includes any landowner whose property the Commonwealth Foxhounds Hunt meets on, passes through, or otherwise uses in connection with an equine activity, and that any such landowner is covered by the provisions of that Act and this Agreement.

Rider acknowledges that he/she is aware of all safety customs, rules and practices. This includes the use of wearing certified, protective headgear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from failure to do so.

Further I specifically certify as follows:

- 1. I have read this document.**
- 2. I understand that this document is a release of all claims.**
- 3. I understand that I assume all risks inherent in cross country riding and fox hunting with Commonwealth Foxhounds Hunt for myself and/or the below named minor.**
- 4. I voluntarily sign my name, evidencing my accepting of the above provisions.**

\_\_\_\_\_  
Signature of Rider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Parent/Guardian \*

\*If participant is under eighteen (18) years of age, this release and waiver of liability **MUST** be signed by a parent or guardian who accepts full responsibility for the minor under the provisions of this agreement.