

RELEASE AND WAIVER OF LIABILITY

I am aware that horseback riding, trail rides, horse shows, foxhunting, and any equine activity are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse, 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 often difficult to control.

With this waiver, I accept notice of the provisions of Section 3.1-796.130 through 3.1-796.133 of the code of Virginia, which state in part: That there are inherent risks in equine activities, including (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) 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 Stonewall Hounds.

Furthermore, with this document, I expressly assume the risk of injury or death due to negligence by the Stonewall Hounds, its members, staff, and Master of Foxhounds, for my own safety or for the safety of my minor child.

With the knowledge of the foregoing, and as an inducement for Mrs. Elizabeth Wykle, Master of Foxhounds, and the Stonewall Hounds to allow me to ride with the Hunt, I hereby agree to waive or release (give up) any and all rights that I or my heirs may have to make a claim against Stonewall Hounds or any members, and participants, or any Landowners over whose land I ride, arising from any damages, injury, or death which I might sustain or which might occur to any horse I am riding as a result of my horseback riding. I further agree to indemnify (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 with Stonewall Hounds, or following on foot or by automobile. Furthermore, I agree to indemnify Stonewall Hounds, its members, or any Landowners (their families, employees, or tenants) for any injury, death, loss of or damage to any personal property which might occur during a sporting event (including, but not limited to, Trail Rides, Hunter Paces, etc.) or social functions sponsored by Stonewall Hounds or held on its behalf or for its benefit, when such injury, death, loss, or damage occurs on the property of a Landowner or Landowners.

BY SIGNING THIS RELEASE AND WAIVER, I UNDERSTAND THAT I AM GIVING UP (WAIVING OR RELEASING) ANY RIGHT I HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST MRS. ELIZABETH WYKLE, MASTER OF FOXHOUNDS AND STONEWALL HOUNDS AND THE HUNT’S MEMBERS AND PARTICIPANTS, OR ANY LANDOWNERS (THEIR FAMILIES, EMPLOYEES OR TENANTS) OVER WHOSE LAND I RIDE, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR FOLLOWING THE HOUNDS ON FOOT OR BY AUTOMOBILE, AND THAT I AM INDEMNIFYING (HOLDING HARMLESS) STONEWALL HOUNDS OR ANY LANDOWNERS (THEIR FAMILIES, EMPLOYEES OR TENANTS) OVER WHOSE LAND I RIDE, 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.

Signed: _____ Date: _____, 20 _____
(The signor of this form must be 18 years of age or older)

You MUST – Print Your Name: _____

Address: _____

Telephone Number: _____

Email: _____

This release is for the State of Virginia (specifically Stonewall Hounds)