

**Acknowledgement of Risks
Assumption of Risk and Responsibility
& Release of Liability**

Campbell Springs Farm – Wayne & Sara Campbell

WARNING: There are significant elements of risk in any adventure, sport, or activity associated with saddle animals including but not limited to horses, mules, and burros (referred to herein as “equestrian activity”), and use of related equipment.

ACKNOWLEDGEMENT OF RISKS: I realize that there is an inherent danger in the use of any saddle animal and that travel with or upon a saddle animal may involve hazards including, but not limited to, uneven or unstable ground or road surfaces, trees, branches, rocks, stones, gravel, mud, water, and/or objects on the ground or roadway; that weather can create slippery conditions associated with fog drip, rain, sleet, ice and snow; that motor vehicles, other horses and riders, equipment failure, my ability to control or direct an animal, and the speed at which I proceed can pose a dangerous risk to my safety; that movement, noise, and contact with objects may frighten or cause an animal to move unpredictably and with force; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; and that no warranty of any kind, express or implied, is being made as to the habits, disposition, suitability, nature or physical condition of any animal. I realize that personal property may be lost or damaged, that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers and hazards of the activity; that wearing a helmet is a basic precaution; and that I should ask about other potential risks, dangers and hazards and recommended precautions and procedures. I further realize that the propensity of an equine to behave in dangerous ways which may result in injury to the participant; the inability to predict an equine’s reaction to sound, movements, objects, persons, or animals; and hazards of surface or subsurface conditions.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the equestrian activity, which I and any minor children for which I am responsible, will engage in, including approaching, handling, mounting, riding and dismounting a saddle animal, I confirm that I am (we are) physically and mentally capable of participating in the activity and using the equipment. I/We acknowledge that if, during the equestrian activity, I/we experience fatigue, chill and/or dizziness, my/our reaction time may be diminished and the risk of any accident increased. I/We participate willingly and voluntarily and I/we assume full responsibility for personal injury, accidents and illness, including death.

I assume full responsibility for damage to or loss of personal property as the result of any accident from equestrian or any other activities that may occur. I assume the full responsibility for any property damage caused by myself, my guests, friends, family, my horse or anyone accompanying me on the premises of Campbell Springs Farm, of personal injury, accidents and/or illness of bodily harm whatsoever (including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions,

and/or contusions; dehydration; head, neck and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis, and/or death.) that may result from equestrian or any other activities.

I expressly hold harmless Campbell Springs Farm and owners, Wayne & Sara Campbell, all instructors, trainers, and barn care team members of Campbell Springs Farm, for any liability whatsoever that may result from equestrian or other activities while on the premises of Campbell Springs Farm, either to myself, my guests, friends, family, anyone accompanying me on the premises, or my horse. I further hold harmless any property owner in the proximity of Campbell Springs Farm for all liability whatsoever, related to any activity that originated from Campbell Springs Farm either to myself, my guests, friends, family, anyone accompanying me on the premises, or my horse.

COVENANT OF GOOD FAITH: I recognize that you, as a provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself, other participant and/or my horse.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in equestrian or any other activities. I either have appropriate insurance or, in its absence, agree to pay all cost of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, for myself, guests, and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release: Campbell Springs Farm - Wayne and Sara Campbell, all instructors, trainers, and barn care team members of Campbell Springs Farm.

Its principals, directors, officers, agents, employees and volunteers, and each and every land owner, upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever.

WARNING: Under the Code of Virginia (Title 3.1, Chapter 27.5, & 3.1-796.130-133), equine activity sponsors and equine professionals are not liable for injury to or death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine, including rides, trips, and hunts however informal or impromptu and whether or not a fee is paid to participate in the activity.

WARNING: Liability actions prohibited except as provided in 3.1-796.133, an equine activity sponsor or equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity.

I HAVE READ THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK, AND RESPONSIBILITY AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

Participant's Name (printed) Signature

Are you 18 or older? _____

I have ridden _____ times in the past 3 years and consider myself a:
____ Beginner ____ Intermediate ____ Advanced Rider.

Address: _____

Telephone: _____

If under 18, the Parent or Legal Guardian must also sign below.

Parent/Legal Guardian