

The Virginia Equine Extravaganza
RELEASE, WAIVER & INDEMNITY AGREEMENT

The undersigned (hereinafter referred to as "Rider/Participant"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises of the Meadows Event Park, VA, and/or to participate in any equestrian related event or other activity at the Equine Extravaganza (including but not limited to riding, exhibiting, being around, handling or caring for horses at the event), and/or to receive training or instruction from an exhibitor or clinician at the Equine Extravaganza, and or/volunteer at the event or participate in any capacity, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or the riding and handling of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES OF THE MEADOW EVENT PARK AND/OR PARTICIPATE IN HORSE-RELATED ACTIVITIES AT THE EQUINE EXTRAVAGANZA, AND/OR RECEIVE INSTRUCTION OR ASSISTANCE FROM AN EXHIBITOR OR CLINICIAN AT THE EQUINE EXTRAVAGANZA, RIDER/PARTICIPANT KNOWINGLY AND EXPRESSLY WAIVES RIDER/PARTICIPANT'S RIGHTS TO SUE THE MEADOW EVENT PARK AND/OR (THE ORGANIZER OF THE EQUINE EXTRAVAGANZA) MOONLARK, INC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, VOLUNTEERS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO RIDER/PARTICIPANT OR TO RIDER/PARTICIPANT'S PROPERTY AND RIDER/PARTICIPANT 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/PARTICIPANT OR TO RIDER/PARTICIPANT'S PROPERTY. RIDER/PARTICIPANT ACKNOWLEDGES THAT RIDER/PARTICIPANT HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF 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 RIDER/PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE RIDER/PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE RIDER/PARTICIPANT'S ABILITY, AND RIDER/PARTICIPANT EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO RIDER/PARTICIPANT AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF RIDER/PARTICIPANT, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. § 3.2-6200 - 6302 (formally §§3.1-796.130) *et seq.*, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA. CODE ANN. § 3.2-6200 - 6302 (formally §§3.1-796.130) *et seq.* (*Chapter 27.5, Code of Va. (1950)*).

IF RIDER/PARTICIPANT IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY RIDER/PARTICIPANT'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND RIDER/PARTICIPANT'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND RIDER/PARTICIPANT, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; AND (iii) TO INDEMNIFY AND HOLD HARMLESS THE MEADOW EVENT PARK AND/OR MOONLARK, INC, (THE ORGANIZER OF THE EQUINE EXTRAVAGANZA), ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, VOLUNTEERS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY RIDER/PARTICIPANT (OR RIDER/PARTICIPANT'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY THE MEADOW EVENT PARK AND/OR MOONLARK, INC (THE ORGANIZER OF THE EQUINE EXTRAVAGANZA), ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, VOLUNTEERS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

