

CIRCLE H EQUINE SALESLLC
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION FOR the opportunity to participate in activities at and on the Graves Mountain Farm that include, but are not limited to, horseback riding, fishing, hiking, camping, arts and crafts, yoga, walking, swimming and other activities (**each "Activity"**); I, for myself and on behalf of my spouse, children, heirs, parents, guardians, next of kin, legal and personal representatives, executors, administrators, successors and assigns, hereby agree to the following terms pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health with no mental, physical or medical conditions which would impair, prevent or prohibit me from safely participating in the Activity; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to participate in the Activity. I agree that it is my sole responsibility to determine whether I am in proper physical condition to participate in the Activity.
2. I agree that it is my responsibility to be familiar with the Activity that I am participating in and to abide by the Rules and Regulations established for the Activity (some of which may be expressed verbally to me immediately prior to the Activity). I hereby agree to participate in accordance with applicable law. I shall promptly and faithfully comply with all reasonable instructions, directions, requests, rules and regulations of the Activity Organizers. I hereby accept responsibility for my own conduct and actions while participating in the Activity.
3. I understand and acknowledge the risks and dangers associated with participating in the Activity and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, Activity volunteers, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; land, water and surface hazards; equipment failure; inadequate safety measures; situations beyond the immediate control of the Activity Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others serving or participating in the Activity, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Activity.

4. In the event that horseback riding is my intended Activity:

THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO RIDER AND TO ANY MINOR CHILDREN AND/OR WARDS OF RIDER. IN ACCORDANCE WITH THE TERMS OF VA CODE ANN. 3.1-796-132B AND SHAL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA CODE ANN. 3.1-796.130 et SEQ. (Chapter 27.5, Code of Va.). (1950).

5. To the fullest extent permitted by law, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Graves Mountain Lodge, Inc., Graves Mountain Farms LLC, Graves Mountain Lodge Realty LLLP, Graves Mountain Farms Realty LLLP, L&L Kite LLC, Camp Hoover Conservation LLC, In True Nature, Music and Mindfulness LLC, Circle H Equine SALES LLC, all organization employees, appointed guides, Casey Haynes, Joey Haynes, Devon Messineo, Jimmy and Rachel Graves, Lucky Graves, Lynn Graves, Jenn Mintz, Daniel Mintz, fishing guides, Tim Lewis, Eric von Starck, and their officials, sponsors, promoters and organizers, including their successors and assigns (**collectively, the "Released Parties" or "Activity Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the Activity, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
6. I agree to follow all Activity rules, regulations, guidance, and instructions as provided by the Activity Organizers or officials.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between me and the Activity Organizers regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any portion of this Agreement is held to be unenforceable, invalid or overly broad, I agree that the remaining terms and provisions of this Agreement will continue in full legal force and effect.

Name of Participant: _____ Age: _____ Date of Birth: _____ / _____ / _____ ☐ Male ☐ Female

Address of Participant: _____ Tel. (_____) _____

X _____

Signature of Participant or Guardian of a Minor

_____/_____/_____

Date Signed