



12830 River Rd, Chesterfield, VA 23838

Acknowledgement of Risks, Assumption of Risk and Responsibility, and Release of Liability

ACKNOWLEDGEMENT OF RISKS: I realize that there is an inherent danger in the use of any saddled animal and that travel with or upon a saddled 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, expressed 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 I further realize that the propensity of an equine to behave in dangerous ways 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 whom I am responsible, will engage in, including approaching, handling, mounting, riding and dismounting a saddled 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 Keystone Acres "Keith Jones Properties, LLC", 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.

Further, I understand the risks of entering the premises to myself, my guests, any minor children for whom I am responsible, and any and all personal property on the premises. I/We enter the premises 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 whatsoever that may occur.

I expressly hold harmless, Keystone Acres "Keith Jones Properties, LLC", owners and family members, all instructors, trainers, employees, consultants, staff, volunteers, and bar care team members of Keystone Acres "Keith Jones Properties, LLC", or any liability whatsoever that may result from equestrian or other activities while on the premises of e Keystone Acres "Keith Jones Properties, LLC", either to myself, my guests, friends, family, anyone accompanying me on the premises, my personal property, or my horse. I further hold harmless any property owner in the proximity of Keystone Acres "Keith Jones Properties, LLC", for all liability whatsoever, any activity that originated from of either Keystone Acres "Keith Jones Properties, LLC", 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 or employment due to forces of nature,



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medical necessities or other problems; and/or terminate the participation of employment of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity or working at/for the farm. I accept your right to take such actions for the safety of myself, other participants 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: Keystone Acres "Keith Jones Properties, LLC", all instructors, trainers, employees, consultants, staff, volunteers, and barn care team members of Keystone Acres "Keith Jones Properties, LLC", principals, directors, officers, agents, employees, 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 any injury to or death of a participant engaged in an equine activity.

WARNING: Entering the farm is in itself a dangerous activity due to the presence of farm equipment, animals, weather hazards, and natural and artificial obstacles such as potholes and logs. By signing this form, you acknowledge that you understand all risks involved in equine activities and/or being on the farm, whether participating, watching, or just entering the farm. Further you expressly assume liability for any injury or damage that may occur for any reason whatsoever.

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.

(DO NOT SIGN BELOW UNTIL YOU HAVE READ THE ABOVE FORM IN ITS ENTIRETY)

What activity are you here for:

- XC COURSE
- LESSONS
- CLINIC/SHOW
- BOARDING
- OTHER _____

*Please state the name of the clinic/show _____

Student's Name _____ Phone Number _____

Name of Parent or Legal Guardian (if minor) _____

Signature _____ Date _____