

**T.L. Bain, LLLP
dba Tidewater Horse Trail
8265 Main Street
P.O. Box 225
Ivor, VA 23866**

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of trail riding, I agree to the following Waiver and Release:

I acknowledge that trail riding has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;
2. The unpredictable of the animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, stump holes, forest growth, debris, rocks and cliffs, holes, and other obstacles whether they are obvious or not obvious, man-made or natural;
6. Hiking in rugged country;
7. Encounters with wildlife, animals, and insects;
8. Temperature extremes;
9. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of horseback riding. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and that degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE LAND AND SERVICES OF T.L. BAIN, LLLP WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS T.L. Bain, LLLP, their partners, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses, (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of me engaging in these

activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of T.L. Bain, LLLP or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue T.L. Bain, LLLP as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of trail riding.

RELEASE AND LIABILITY – IT IS MANDATORY THAT ALL RIDERS UNDERSTAND AND SIGN A COMPLETE LIABILITY WAIVER AND RELEASE. PER THE CODE OF VIRGINIA 3.2-6200 THROUGH 6203, HORSE PROFESSIONALS ARE EXEMPT FROM SUIT AND RIDERS RIDE AT THEIR OWN RISK.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

_____	_____
Date	Signature

	Print Name

	Mailing Address

	City State Zip

	Phone Number

	Email address (to be used only to inform riders of events, conditions or changes at Tidewater Horse Trail.)

All participants between the age of 12 to 18 years, must have a parent, guarding or custodian sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by _____ to participate in the activities of trail riding, I agree to the following waiver, release and indemnification:

The undersigned parent, guarding, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend, T.L. Bain, LLLP, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participating in the activities of trail riding and his or her use of the property, animals, if any, and facilities of T.L. Bain, LLLP. I, for myself and on behalf of said minor, further agree not to sue T.L. Bain, LLLP, as a result of injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of trail riding.

_____	_____
Date	Signature of Parent, Guardian or Custodian of Minor

	Print Name of Minor
_____	_____
Date	Witness