



Grovespring Farm, LLC
Hold Harmless & Emergency Medical Treatment Release

I, the undersigned participant, hereby agree to the provisions of this Hold Harmless & Emergency Medical Treatment Agreement (“this Agreement”) with GROVESPRING FARM, LLC (the “Equine Professional”) and J. KRISTIAN DEAL and SUSAN Y. DEAL (the “Owners”), on behalf of myself and each and every minor participant for whom I am signing this Agreement (as named below), as follows:

1. I/we agree to follow all instructions given or rules established by the Equine Professional or any of the Equine Professional’s employees or other agents concerning my/our use of any horse or of any equipment or gear provided by the Equine Professional. It is highly required for safety reasons that a riding helmet be worn while engaged in equine activities. INITIALS _____.
2. I/we have full and complete notice and understanding of the many risks inherent in equine activities which may cause, contribute to or result in **SERIOUS INJURY OR EVEN DEATH** or damage to property (the “Risks”), regardless of previous training and past performance of the horse, including but not limited to the following:
 - (a) Horses have a propensity to behave in dangerous ways;
 - (b) It is not expected that anyone will be able to predict or foresee a horse’s reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, nor the effects of any such reactions;
 - (c) Surface and subsurface conditions pose many potential hazards, both obvious and hidden;
 - (d) There is always a risk that tack or harness may slip or break or that the horse or the participant may become entangled in tack, harness or vehicles used in an equine activity; and
 - (e) There is a risk of the participant falling from or otherwise becoming unstable on a horse or a vehicle used in an equine activity or for the horse to trip and/or fall down without warning.
 - (f) The undersigned further acknowledges that there are inherent risks in camp activities, including but not limited to canoeing and kayaking, hiking, sports, camping, cooking, and other regular camp activities. Such inherent risks are dangerous and may result in serious injury or death.
3. I/we have full and complete notice and understanding that this Agreement and all equine activities provided by the Equine Professional are governed by the Virginia Equine Activity Liability Act (Code of Virginia § 3.2-6200, 3.2-6202, and 3.2-6203 et seq. (the “Act”), which Act is hereby incorporated in this Agreement by reference; and that this Agreement shall be so construed as to provide to the Equine Professional or Owner the fullest protection of a release, waiver of right to sue and assumption of all risk which is afforded by the Act.
4. I/we hereby **RELEASE** and **WAIVE** all rights which I/we may have or may hereafter have against the Equine Professional and/or the Owner for death, personal injury or property damage which is in any way associated with the Risks or otherwise covered under the Act; I/we hereby **WAIVE** any right to sue or to bring any action against the Equine Professional and/or the Owner in connection therewith, including any negligent act or omission by either of them or by any employee or agent of either of them; I/we hereby agree to **INDEMNIFY** and **HOLD HARMLESS** the Equine Professional and/or the Owner from and against any such suit or action and agree to pay any attorney fees which may arise if any such suit or action is filed; and I/we hereby expressly **ASSUME ALL RISKS AND DANGERS** of death, personal injury and property damage which are in any way associated with the Risks or otherwise covered under the Act.
5. I/we hereby authorize and consent to any emergency medical care which may be administered as a result of injury or sickness caused by or incurred in the course of any equine activity. I agree to indemnify and hold harmless Grovespring Farm, LLC, its assignees and each employee of Grovespring Farm, LLC, from and against all claims and liabilities including incidental cost and expenses, for injury to or death of any person or persons, or for loss or damage to any property, including any horse, arising from or in any way connected with the performance of services by Grovespring Farm, LLC, its assignees or any employee.

I state that I and (if applicable) my minor (under 18 years) child (children) are fully and appropriately covered by personal medical insurance:

POLICY # _____ CARRIER _____

I, the undersigned allow Grovespring Farm, LLC, or its representatives, to sign for treatment in any licensed medical facility. I also agree to be financially responsible for all treatment authorized by Grovespring Farm, LLC, or its representatives. I further agree that a clear photocopy of this document shall serve the same purpose as the original.

6. To the extent possible, this Agreement shall be construed in such manner as will render each provision fully enforceable; but, if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.
7. If this Agreement is executed for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he or she is, in fact, the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns. In any event, this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.
8. Each and every right and benefit of the Equine Professional and/or the Owner hereunder shall also accrue to the benefit of each officer, agent, employee, director, shareholder, member, partner, heir-at-law, personal representative, successor and assign of the Equine Professional and the Owner, including, without limitation, every waiver, release, indemnification and agreement to hold harmless.

Minor Child(ren) _____
(Please print clearly)

Photo Permission In signing this Agreement, I also give permission for my or my child's photo to be used in publications and on the Grovespring Farm web page.

Adult Student _____

Street Address _____

City/State/Zip _____

E-mail _____

Phone (h/w/c) (h) _____ (w) _____ (c) _____

Authorizing Signature(s) _____
(Adult/parent or guardian if minor)

(Adult/parent or guardian if minor)

Date _____