



WINDCHASE AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY

I understand that this is an Equine Facility, and all activities on these grounds are subject to the Equine Activity Liability Act, Sections 3.2-6200 through 3.2-6203 of the Code of Virginia, 1950, as amended, which detail, in part, the intrinsic dangers or conditions that are an integral part of equine activities. By my presence on these grounds, I have indicated that I have accepted the limits of liability resulting from inherent risks of engaging in equine activities. I understand that "engages in an equine activity" means: any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. Any persons in this area will be regarded as participants engaging in an equine activity and be limited by the EQUINE ACTIVITY LIABILITY ACT.

I hereby agree that I am utilizing the facilities at Windchase, located at 36502 Kidwell Road, Hillsboro, Virginia 20132, at my own risk. I further agree not to hold Windchase, Windchase Eventing LLC, Phyllis Dawson, her heirs, employees, instructors, guests, clients, agents or volunteers (hereafter referred to as "WINDCHASE") responsible for any loss, damage or injury to myself, my horse, my visitors, my children, my belongings and/or my equipment.

I understand that all riders must wear ASTM/SEI approved protective headgear (defined as headgear that passes the requirements of the United States Equestrian Federation) whenever mounted, and must wear ASTM/SEI approved body protectors when jumping cross-country obstacles. I understand that the cross-country jumps and obstacles at Windchase do not necessarily meet competition standards, and are not staked down or secured in place. I understand that it is my own responsibility to check for hazards at all obstacles before jumping.

I fully understand that horseback riding is a dangerous activity. I also fully understand that handling horses in general, whether mounted or otherwise, is a very dangerous activity with many inherent risks, including (1) the propensity of equines to behave in ways that 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, and 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 participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

I wish to participate in these activities knowing that they are dangerous. I accept and assume all the risks of injury (including death) to me or my property.

This waiver shall remain valid unless expressly revoked by me, or if a minor, by a parent or guardian, in writing, with receipt acknowledged in writing by Windchase.

In exchange for being permitted to participate in these activities, for myself, my heirs, guardians and legal representatives, I release and agree not to make or bring any claim of any kind against 'WINDCHASE' for any injury, (including death) to me or any damage to my property whether from anyone's negligence or not, or any other cause arising out of my participation in these dangerous horseback riding or related activities. I also agree if anyone makes any claims because of an injury to me (including death), or for any damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and 'WINDCHASE' and I sign it of my own free will. If under 18, my legal guardian has also read and signed this release beneath my signature.

The terms of this Release and Waiver shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Participants acknowledge and agree that any and all disputes regarding or in any way relating to the WINDCHASE AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY and to any activities taken place at or relating to 'WINDCHASE' or any of its personnel shall be litigated and decided exclusively in the state courts of Loudoun County, Virginia, and all participants irrevocably consent and submit to the sole and exclusive jurisdiction of the state courts of Loudoun County, Virginia for litigation and determination of any action or proceeding arising out of or relating to 'WINDCHASE' and any activities or participation involving 'WINDCHASE'. All participants expressly waive any objections they may have to such jurisdiction or to the convenience or inconvenience of such forum.

WINDCHASE PARTICIPANT AGREEMENT - ASSUMPTION OF RISK AND WAIVER/RELEASE OF LIABILITY FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to enter the property at Windchase, or to participate in any activities, services, clinics, boarding, programs, facility use, or related events and activities at Windchase (owner Phyllis Dawson, her heirs, employees, instructors, guests, clients, agents or volunteers hereafter referred to as 'WINDCHASE'), the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS Windchase (property owners hereafter collectively referred to as 'Windchase'), their officers, officials, agents, and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS TWO-PAGE AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND WAIVER/RELEASE OF LIABILITY FOR COMMUNICABLE DISEASES INCLUDING COVID-19, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

This Contract may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, but all of which together shall constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract, whether by facsimile, PDF, DocuSign, or other means of electronic transmission, which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Contract upon request, but failure to do so shall not affect the validity, enforceability, or binding effect of this Contract. Each party agrees not to contest the admissibility or enforceability of the electronically signed copy of this Contract in any proceeding arising out of the terms of this Contract.

PRINTED Name of participant: _____

Signature _____ Date _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF COMPLETION OF THIS AGREEMENT)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

PRINTED Name of parent/guardian: _____

IF UNDER 18: Signature of parent or guardian: _____

Date signed: _____