

Equine Welfare Collaborative of Virginia  
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Stafford VA 22556  
434-806-5857  
ewcinfo@gmail.com

### **Release of Liability and Waiver of Responsibility**

PLEASE READ CAREFULLY BEFORE INITIALLING AND SIGNING

This Release of Liability and Waiver of Responsibility is given by the undersigned to the Equine Welfare Collaborative of Virginia, a Virginia nonstock corporation, and to each of its officers, directors, agents, employees, successors and assigns.

I accept notice of the provisions of Title 3.2 to include Chapters 59, 60, 62 (the Virginia Equine Activity Liability Act), and 65, to include Articles 1-14 of the Code of Virginia, as they now provide or may be hereafter amended, which are hereby incorporated in this Release and Waiver by reference. This Release and Waiver shall be so construed as to provide the Equine Welfare Collaborative of Virginia with the fullest protection of a release of liability and waiver of responsibility afforded by the aforesaid Chapters of the Code of Virginia and by other applicable statutes and by general law.

I accept and understand: That there are inherent risks in equid and farmed animal activities, including (I) the propensity of an equid and/or farmed animal to behave in dangerous ways which may result in injury to the participant; (II) the inability to predict an equine or farmed animal's reaction to sound, movement, objects, persons, or other animals; and (III) hazards of surface or subsurface conditions. \_\_\_\_\_ **(Initial)**.

This waiver shall remain valid unless expressly revoked by the participant or his/her guardian, in writing, with receipt acknowledged by Equine Welfare Collaborative of Virginia in which case participant will no longer be permitted to participate in any of the Equine Welfare Collaborative of Virginia courses. \_\_\_\_\_ **(Initial)**

Serious injury may result from participation with and in proximity to equid's (donkeys and horses) and farmed animals (goats, sheep, pigs, cows, or other farmed animals). I accept that there are also dogs and cats located on this property, both owned and not owned by the Equine Welfare Collaborative of Virginia and that these dogs and cats may also present a risk. I agree to behave appropriately and safely around these dogs and cats. \_\_\_\_\_ **(Initial)**

Your safety cannot be guaranteed. \_\_\_\_\_ **(Initial)**

The undersigned hereby releases, waives responsibility, discharges and covenants to not sue the Equine Welfare Collaborative of Virginia, its representatives, employees, agents, directors, sponsors or volunteers, jointly or individually, or the property owners and lessees for any loss or claim related to personal injury or property damage which might arise from the undersigned's participation in any program or activity directly or indirectly involving the Equine Welfare Collaborative of Virginia. \_\_\_\_\_ **(Initial)**

If at any time the Equine Welfare Collaborative of Virginia does not own the premises it occupies but premises are leased or donated, the owner(s) of said premises are incorporated herein and held harmless by this Release and Waiver. \_\_\_\_\_ **(Initial)**

This Release and Waiver inure to all heirs, assigns, personal representatives or others who might seek to claim loss related to property damage, bodily injury, or death on behalf of the undersigned. \_\_\_\_\_ **(Initial)**

The undersigned understands and agrees that it will indemnify the Equine Welfare Collaborative of Virginia for damage to real property, personal property, and personal injury, including death, resulting from his/her actions, including negligence, intentional or willful misconduct, and recklessness. \_\_\_\_\_ **(Initial)**

I UNDERSTAND AND AGREE that the handling of equids and farmed animals is an extremely dangerous activity and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No equid or farmed animal is completely safe and, if frightened or provoked, may divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, changing direction or speed or both, bucking, rearing, biting kicking and/or running from perceived danger. \_\_\_\_\_ (Initial)

The undersigned is fully aware of the risks to persons and property inherent in entering a premises and in handling or contacting the animals there present. The undersigned, with full knowledge, voluntarily assumes all risks of loss, damage or injury to include death that she/he may sustain while participating in the care, handling, transport and/or being in the presence of any such animal under the aegis of the Equine Welfare Collaborative of Virginia whether as part of an Equine Welfare Collaborative of Virginia event. \_\_\_\_\_ (Initial)

The undersigned acknowledges that the Equine Welfare Collaborative of Virginia, their representatives, employees, agents, directors, sponsors and volunteers have relied upon the foregoing to grant permission for the undersigned to enter a premises and participate in the programs, care and handling of the animals there sheltered. \_\_\_\_\_ (Initial)

The undersigned hereby agrees that he or she shall have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equine activity, and that it shall be his or her duty to act within the limits of his or her own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equine activity, to heed all posted warnings, to perform equine activities only in an area or in facilities designated by the Equine Welfare Collaborative of Virginia, and to refrain from acting in a manner which may cause or contribute to the injury of anyone. \_\_\_\_\_ (Initial)

If the undersigned is determined to be in any way detrimental and/or out of compliance with the policies, procedures, and instructions of the Equine Welfare Collaborative of Virginia or \_\_\_\_\_ (training venue) then in place for the safety and protection of the animals and other persons present, the undersigned may be denied further permission to participate in the activities and programs of the Equine Welfare Collaborative of Virginia wherever they may occur. Notwithstanding, the foregoing Release of Liability and Waiver of Responsibility shall remain in full force and effect. \_\_\_\_\_ (Initial)

The undersigned hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity. \_\_\_\_\_ (Initial)

Should the Equine Welfare Collaborative of Virginia change its name or relocate at any time, the foregoing shall remain in full force and effect. \_\_\_\_\_ (Initial)

To the extent possible, this Release of Liability and Waiver of Responsibility shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision hereof shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Release of Liability and Waiver of Responsibility shall continue in full force and effect. \_\_\_\_\_ (Initial)

I, the undersigned, have read and understand the foregoing agreement, warnings and Release of Liability and Waiver of Responsibility. I further understand and agree that I am assuming all risk attendant to the handling of horses. I attest that all facts conveyed to the Equine Welfare Collaborative of Virginia, either verbally or in writing, relating to physical condition, age and experience are correct and are being relied upon as such. \_\_\_\_\_ (Initial)

\_\_\_\_\_  
Please print your name here

\_\_\_\_\_  
Signature

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel \_\_\_\_\_

Date \_\_\_\_\_

Group or Organization Name (if applicable) \_\_\_\_\_

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Photo Release (optional): I hereby grant permission to the Equine Welfare Collaborative of Virginia to use photographs and/or videos of myself in publications, news releases, online, and in other communications related to the mission of EWCV.

\_\_\_\_\_  
Please print your name here

\_\_\_\_\_  
Signature