

Psalm 108- Steadfast Trail Waiver

I am aware that grooming, feeding and horseback riding, and other equine activities are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well trained, are often unpredictable and are often difficult to control.

With this waiver I accept notice of the provisions of the Equine Activity Liability Act 3.1-796.130 through 3.0- 796.133 of the Code of Virginia, 1950, as amended, which state in part: “”(i)the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii)the inability to predict an equine’s reaction to sound, movements, objects, persons or animals; and (iii)the hazards of surface or subsurface conditions. The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by a representative of the **Psalm 108-Steadfast Trail**, Spotsylvania, Virginia.

With the knowledge of the foregoing, and as an inducement for **Psalm 108-Steadfast Trail** to allow me to ride or participate in clinics on their property, I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against **Psalm 108-Steadfast Trail**, their employees and participants, arising from any damages, injury, or death which I might sustain or which might occur to any horses. I further agree to indemnify and hold harmless all of the foregoing from any claims which I might make or which might be made on my behalf by others or which might be made against me by others, arising from riding on **Psalm 108-Steadfast Trail** property. Furthermore, I agree to indemnify **Psalm 108-Steadfast Trail**, their employees, or participants, for any injury, death, loss, or damage to any personal property which might occur during an equine activity as defined by 3.1-796.130 of the Code of Virginia, 1950, as amended, or social functions sponsored by **Psalm 108-Steadfast Trail** or held in our behalf or for our benefit, when such injury, death, loss or damage occurs on their property.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST **Psalm 108-Steadfast Trail**, AND PARTICIPANTS, OR EMPLOYEES OVER WHOSE LAND I RIDE, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, **Psalm 108-Steadfast Trail**, AND EMPLOYEES OVER WHOSE LAND I RIDE, FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED, IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

Print Name (*parent or guardian if under 18*)

Signature

Date

Address_____

Phone #_____Email Address_____

Event (Example: *Individual Volunteer, Volunteering with Organization, Scout Group, Participant, etc.*)
