

Iron Mountain Horse Camp Elizabeth &Margaret Steward 4449 Arrowhead Drive, Ivanhoe, VA



READ CAREFULLY ALL SECTIONS BEFORE SIGNING

VIRGINIA WARNING: Notice of Intrinsic Dangers of Equine Activities pursuant to code of Virginia 3.1-796.130c:

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including but not limited to, (i) 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.

A. <u>REGISTRATION OF RIDERS/CAMPER AND AGREEMENT PURPOSE</u> I, the following listed individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on Iron Mountain Horse Camp premises, and that this RIDER will ride his / her own horse or a horse borrowed or leased by RIDER'S own arrangement.

RIDER NAME:			
ADDRESS:			
CITY:	STATE:	ZIP CODE:	
CELL PHONE #:	EMAIL:		
PERSON TO CONTACT IN CA	SE OF EMERGENCY:		
NAME:	PHONE #:		

- B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of Iron Mountain Horse Camp physical location. This agreement is intended to be valid and binding at all times now and in the future when Iron Mountain Horse Camp permits me (directly or indirectly) to enter THIS STABLE'S property, be on Iron Mountain Horse Camp property, be near any horse, receive instruction and / or guidance from its associates and / or when I ride and / or am near horses on or off of Iron Mountain Horse Camp is property. Any disputes by the rider shall be litigated in, and venue shall be the county in which Iron Mountain Horse Camp is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.
- C. INHERENT RISKS / ASSUMPTION OF RISKS I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.



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- D. <u>CONDITION OF NATURE AND WARNING, UNFAMILIAR AND SUDDEN DISTRACTIOSN, SOUNDS, AND MOVEMENTS WARNING</u>: Iron Mountain Horse Camo is NOT responsible for total or partial acts. Occurrences, or elements of nature and or sudden and or unfamiliar sights, sounds and/ or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk run or fly near, or bite or sting a horse or person: and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume conditions according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Iron Mountain Horse Camp to list all possible conditions for me. The Rider and parent or legal guardian have inspected Iron Mountain Horse Camp's facilities and I/WE are satisfied that all premise conditions are reasonably safe for this Rider's intended purpose, usage and presence upon Iron Mountain Horse Camp premises.
- LIABILITY RELEASE AGREEMENT: In consideration of Iron Mountain Horse Camp permitted my participation in this E. equine/camping related activity, under the terms set forth herein, I, the previously acknowledged Rider, or on behalf or my child and or legal ward, heirs, administrators, personal representatives or assigns, do agree to release and discharge Iron Mountain Horse Camp, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises, and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Iron Mountain Horse Camp's and / or ITS ASSOCIATES ordinary negligence or legal liability. I shall not bring any claims, demands, legal actions and causes of action, against Iron Mountain Horse Camp and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of Iron Mountain Horse Camp, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by any other party that is visiting Iron Mountain Horse Camp, owned by Iron Mountain Horse Camp, or in the care, custody or control of Iron Mountain Horse Camp or owned by any other party that is visiting Iron Mountain Horse Camp, whether on or off the premises of Iron Mountain Horse Camp, but not limited to being on Iron Mountain Horse Camp property, I shall not bring any claims, demands, legal actions or causes of action, against Iron Mountain Horse Camp and its previously stated associates for any economic and non-economic losses due to bodily injury and or death of any animals. I acknowledge that I have medical insurance should medical treatment by required. I, or my own medical insurance company, shall pay for all such incurred expenses of any kind without recourse or repayment for me, or anyone that I may cause to be injured by myself or my animals including, but not limited to equine. I acknowledge that I have read the rules and or guidelines of Iron Mountain Horse Camp and will abide by the rules and or guidelines.
- **F. EQUINE ACTIVITY LIABILITY ACT WARNING**: I acknowledge that I have reviewed the state of Virginia's EQUINE ACTIVITY LIABILITY ACT WARNING, a copy of which is provided and incorporated in this document.

All RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING AND ACKNOWLEDGIGN ALL PARTS OF THIS DOCUMENT.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL OR INTOXICANTS.

SIGNATURE OF RIDER:	DATE:
SIGNATURE OF SPOUSE/CAMPER:	DATE:
SIGNATURE OF PARENT, GUARDIAN:	DATE: