



**Virginia Polytechnic Institute and State University
Equine Release, Waiver, and Indemnification Statement**

The undersigned participant, and his or her parent or legal guardian if the participant is under the age of 18 years, does/do hereby execute this release, waiver, and indemnification for himself or herself/themselves and his or her/their heirs, successors, representatives, and assigns and, thereby, agree(s) and represents as follows:

To release Virginia Polytechnic Institute and State University and the Commonwealth of Virginia, its members, employees, agents, representatives, subsidiary corporations, and those governmental agencies and other organizations affiliated with this activity from any and all liability, loss, damage, costs, claims, and/or causes of action, including but not limited to all bodily injuries and property damage arising out of participation in the activity, it being specifically understood that said activity includes the handling of equine by the undersigned participant. The undersigned person(s) further agree(s) to indemnify Virginia Polytechnic Institute and State University and the Commonwealth of Virginia, its employees, members, agents, representatives, and those governmental agencies and other organizations affiliated with this project, and hold them harmless for any liability, loss, damage, costs, claims, judgments, or settlement which may be brought or entered against them as a result of the undersigned person's participation in said activity, unless the damage or loss is caused by the grossly negligent acts of Virginia Polytechnic Institute and State University, its employees, members, agents, or representatives.

If involved in equine activities pursuant to Section 3.2-6202 of the Code of Virginia the undersigned(s) execute(s) this waiver of the undersigned(s) rights to sue and agree(s) to assume all risks resulting from the "intrinsic dangers of equine activities". "Intrinsic dangers of equine activities" is defined as those dangers or conditions that are an integral part of equine activities, including (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 sub-surface 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.

This waiver shall remain valid unless expressly revoked by the participant or Parent or guardian of a minor. The revocation shall be in writing which shall be delivered to the provider and shall become effective thirty (30) days after delivery to the provider.

In the case of school-, college-, and university-sponsored classes and programs, waivers executed by a participant or parent or guardian of a participant shall apply to all equine activities in which the participant is involved in the next succeeding twelve (12) month period unless earlier expressly revoked in writing. The revocation shall become effective thirty (30) days after it is delivered to the provider.

The undersigned(s) agrees to maintain all medical and health insurance needed to cover all risks of any kind in any place in livestock, equine, and/or other activities.

I, the undersigned participant, will wear and use, in accordance with established Virginia Cooperative Extension policy and procedure, all safety equipment and to ensure equipment is in good condition at all times. The undersigned person(s) further agree(s) to indemnify the Virginia Polytechnic Institute and State University and the Commonwealth of Virginia, its employees, members, agents, representatives, and those governmental agencies and other organizations affiliated with this project, and hold them harmless for any liability, loss, damage, cost, claim judgment, or settlement which may be brought or entered against them as a result of the undersigned persons participation in said activity, unless the damage or loss is caused by the grossly negligent acts of Virginia Polytechnic Institute and State University, its employees, members, agents, or representatives.

Printed Name of Participant

Printed Name of Parent or Guardian

Signature of Participant

Date

Signature of Parent or Guardian if participant is under age 18 yrs

Date

Personal Statement for Adult Non-Helmet Use

I, _____, understand that Virginia Tech and the Commonwealth of Virginia highly recommended for safety reasons that I wear an ASTM certified riding helmet while engaged in equine activities. I have freely chosen not to wear this recommended safety equipment, to include an ASTM certified riding helmet, while I am engaged in equine activities and elect to accept full responsibility for any injuries that might arise as a result of failure to use or wear recommended safety equipment.

Signature _____

Date _____