



Rider _____ DOB _____

Rider's Height _____ Weight _____

Mailing Address _____

Home Phone _____ Work Phone _____ Cell _____

School or institution presently attending _____

Guardian(s) _____

Address _____

Parent/Guardian home phone _____

RELEASE, WAIVER AND INDEMNIFICATION STATEMENT

I (herein "I" means each person undersigned) am aware that horseback riding, trail rides, and any other equine activity are athletic events that pose potentially serious risks of injuries or death to the participants. I understand that my horse and/or 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 often difficult to control.

I hereby accept notice of the provisions of §§ 3.1-796.130 through 3.1-796.133 of the Code of Virginia (the Equine Activity Liability Act), that state in part that there are:

risks inherent in equine activities, including but not limited to, (i) the propensity of equines to behave in dangerous ways which may result in injury, harm, or death to persons on or around them; (ii) the inability to predict an equine's reaction to such things as sounds, movements, objects, persons, or animals; (iii) certain hazards of surface or 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, the undersigned rider or the rider's parent or legal guardian (if the rider is under 18 years of age or incapable of consenting him/herself), intending to be legally bound, sign and execute this release, waiver, and indemnification for myself, the rider, and for all of the rider's heirs successors, representatives and assigns.

_____ (rider) would like to participate in the Charlottesville Area Riding Therapy (CART) program. I acknowledge the risks and potential for risks of horseback riding. However, I feel that the possible benefits are greater than the risk assumed. By signing this form, I agree that the rider's participation in the CART program shall be a rider's own risk, and I further agree:

- A. To release CART, its Board of Directors, Instructors, Therapists, Aides, Volunteers, and/or employees and B. Mark Fried, Barbara J. Fried, Fried Farm LLC, Adam M. Fried and Leah R. Fried, Trustees of the Jonathan David Fried Trust and the employees, agents, and representatives of all of the foregoing entities and individuals from all liability, loss, damage, costs, claims and causes of action, including but not limited to all bodily injuries, death and all property damage arising out of rider's participation in the CART program and any other facilities by rider and others on the Fried Family Farm.**

- B. To indemnify CART, its Board of Directors, Instructors, Therapists, Aides, Volunteers, and/or employees and B. Mark Fried, Barbara J. Fried, Fried Farm LLC, Adam M. Fried and Leah R. Fried, Trustees of the Jonathan David Fried Trust and the employees, agents, and representatives of all of the foregoing entities and individuals and save them harmless form all liability, loss, damage, costs, claim, judgment or settlement which may be brought or entered against them as a result of rider's participation in the CART program and any other facilities by rider and others on the Fried Family Farm.**

Rider's Signature

Date

Parent or Legal Guardian's Signature Date