

# Hunter's Rest LLC

*Betsy Burke Parker*

*1259 North Poes Road  
Flint Hill, Virginia 22627  
(540) 364-2929  
(540) 229-2048*

[BetsyP@crosslink.net](mailto:BetsyP@crosslink.net)

[www.HuntersRest.net](http://www.HuntersRest.net)

## EQUINE ACTIVITY, RELEASE AND WAIVER OF LIABILITY

### Rider information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Age: \_\_\_\_ Birthdate: \_\_\_\_\_

In case of emergency: \_\_\_\_\_

Allergies/medications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Parent information

(for kids under 18)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Work phone: \_\_\_\_\_

Cell phone/pager: \_\_\_\_\_

Medical information: \_\_\_\_\_

\_\_\_\_\_

Physician: \_\_\_\_\_

\* I/we agree to abide by all rules and regulations of Betsy Parker and-or Hunter's Rest LLC, including mounted rules and unmounted rules – all of which are posted in the stable. With this waiver I accept notice of the provisions of the Equine Activity Liability Act, Sections 3.1-796.130 through 3.1-796.133 of the Code of Virginia (the "Act"), which state in part that there are inherent risks in equine activities. As stated in the Act, these risks include, but are not limited to, (i) the propensity of an equine to behave in dangerous ways that may result in injury, harm, or death to the participant; (ii) the inability to predict an equine's reaction to such things as sound, movement, 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.

\* I agree to remise, release and forever discharge Betsy Parker and-or Hunter's Rest LLC (the "facility"), its owners, operators, affiliates, partners, directors, officers, employees and contractors, and all of their respective heirs, executors, administrators, successors and assigns, from any and all claims, demands, actions, causes of action, suits, debts, liabilities, obligations, judgments, executions and legal proceedings of any kind whatsoever, past, present and future, known and unknown, in any way relating to this

contract, operation of the facility; the use of the facility; the use of any equine-related equipment provided by Betsy Parker and-or Hunter's Rest LLC, included but not limited to saddles and other tack; the use of any equines owned by Betsy Parker and-or Hunter's Rest LLC, as well as any equines owned by others that are boarded at Hunter's Rest, either regularly or occasionally; the selection of the equine for use by the rider; the size or temperament of the equine selected; and any and all services performed by Betsy Parker and-or Hunter's Rest LLC. The foregoing waiver and release applies equally to the owners of any equines boarded at Hunter's Rest, either regularly or occasionally, as well as their affiliates, partners, directors, officers, employees and contractors, and all of their respective heirs, executors, administrators, successors and assigns.

\* I agree that Betsy Parker and-or Hunter's Rest LLC is protected by this waiver, as are contract teachers, such as Jackie Burke, and other students who may assist in giving instruction.

\* I shall defend all such indemnified claims on Betsy Parker and-or Hunter's Rest LLC behalf and shall pay all damages, judgments, expenses, costs, attorney's fees and other amounts incurred by Betsy Parker and-or Hunter's Rest LLC in connection therewith.

\* I further release owners and assigns of Old Kennels LLC, owners of Linden Lane properties, and all other neighboring landowners over whose land I-we might ride.

\* If applicable, the undersigned or the parent of the above named minor student does hereby consent to any x-ray examination, anesthetic services, medical services, surgical services, hospital services and related medical treatment that may be rendered to said minor under the general or specific instructions of any physician, hospital or health care professional. It is expressly understood and agreed that this consent is given IN ADVANCE of any specific diagnosis or treatment which may be required, but it is given to encourage Betsy Parker and-or Hunter's Rest LLC staff, hospital staff and such physician/health care professional to exercise their best judgments as to the requirement of such diagnosis or treatment. The undersigned shall pay all fees, charges and costs for doctors, hospitals, ambulances and services incurred in connection with such treatment.

\* I am aware that horseback riding, jumping, ground training, grooming, hunting, riding lessons, riding to hounds and other equine activities are athletic events which pose potentially serious risks of injuries or death to participants. I understand that my horse or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of anyone, because of the nature of equine activities. I also understand that horses, even the most well trained, are often unpredictable and are difficult to control.

\* With this waiver, I expressly assume the risk of injury or death due to my own negligence, or that of Betsy Parker and-or Hunter's Rest LLC, owners, agents, employees, and staff or any landowners, their families and tenants. I hereby take responsibility for my own safety or for the safety of my minor child. I am also responsible for providing applicable safety equipment, including but not limited to helmets, for my own use or that of my minor child.

\* With the knowledge of the forgoing, and as an inducement for the Betsy Parker and-or Hunter's Rest LLC to allow me to ride on their facilities and trails, I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against Betsy Parker and-or Hunter's Rest LLC, agents, employees and staff, or any landowners, their families and tenants, over whose land I ride, arising from any damages, injury, or death which I might sustain or which might occur to any horse I am riding. I further

agree to indemnify and hold harmless all of the forgoing 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 with Betsy Parker and-or Hunter's Rest LLC. Furthermore, I agree to indemnify Betsy Parker and-or Hunter's Rest LLC, it's owners, agents, employees, and staff, or any landowners, their families, or tenants, for any injury, death, loss or damage to any personal property which might occur while participating in an equine activity as defined by § 3.1-796.130 of the Code of Virginia, 1950, as amended, or social functions sponsored by Betsy Parker and-or Hunter's Rest LLC or held in their behalf.

⑩ 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 BETSY PARKER and-or HUNTER'S REST LLC, OWNERS, AGENTS, EMPLOYEES, AND STAFF, OR ANY LANDOWNERS, THEIR FAMILIES, OR TENANTS, OVER WHOSE LAND I (OR MY MINOR CHILD) RIDE, FOR ANY INJURIES I (OR MY MINOR CHILD) MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS BETSY PARKER and-or HUNTER'S REST LLC, ITS OWNERS, AGENTS, EMPLOYEES, AND STAFF, THE OWNERS OR ASSIGNS OF ANY HORSE BOARDED AT HUNTER'S REST LLC, WHETHER REGULARLY OR OCCASIONALLY, OR ANY LANDOWNERS, THEIR FAMILIES, OR TENANTS, OVER WHOSE LAND I (OR MY MINOR CHILD) 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 participant's name  
\_\_\_\_\_ (Print parent-guardian name for minor child)  
\_\_\_\_\_ Participant's (or parent-guardian) signature  
\_\_\_\_\_ Date