

## LU EC EQUINE ACTIVITY ASSUMPTION OF RISK AND WAIVER/RELEASE AGREEMENT

Before I may enter or participate in any activities within or sponsored by the Liberty University Equestrian Center ("LU EC") or Liberty University ("Equine Activities"), I understand that I must read and promise to be bound by the following terms. This Agreement is legally-binding and can affect my ability to recover for injuries that I may sustain while participating in Equine Activities. Accordingly, I agree by signing below that I have thoroughly read each of the provisions of this Agreement and understand the entire Agreement.

**WARNING: Under the Virginia Equine Activity Liability Act, an equine activity sponsor, equine professional, or other person, which includes Liberty University, shall not be liable for any injury to or death of a participant resulting from the Intrinsic Dangers of Equine Activities, as defined in VA. CODE § 3.2-6200, and, as such, you (including your parent, guardian, and/or representative) shall not make any claim against or recover from Liberty University (including its Board of Trustees, individual trustees, officers, employees, instructors, trainers, affiliates, volunteers, professionals, and students) for any injury, loss, damage, or death to or of you resulting from the Intrinsic Dangers of Equine Activities. See VA. CODE §§ 3.2-6200 through 6203. By signing this Agreement, you execute a waiver of your rights to sue Liberty University for injury or death resulting from the Intrinsic Dangers of Equine Activities, and you acknowledge that you may not maintain an action against or recover from Liberty University for injury or death resulting from the Intrinsic Dangers of Equine Activities. In addition to the Intrinsic Dangers of Equine Activities, you agree to assume all risks of participating in Equine Activities, including the risk that the negligence of Liberty University could result in injury. See VA. CODE §§ 3.2-6200 through 6203.**

1. **Notification of Risks.** Equine Activities are dangerous and expose me to risks of injury or even death. There are certain intrinsic dangers or conditions that are an integral and inherent 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, harm, or death to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability (collectively, the "Intrinsic Dangers of Equine Activities"). The negligence of Liberty University could result in injury. Equine Activity sponsors and equine professionals have difficult jobs to perform. They seek safety and excellence in Equine Activities, but they are not infallible. They may be unaware of a participant's fitness or abilities. They may misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. They may also improperly train or select horses for the participant. Other areas where negligence could occur include, but are not limited to, the maintenance, care, fit or adjustment of saddles or bridles, the instruction of riding skills, the leading and supervising of participants, and/or the maintenance and construction of the LU EC's facilities and property.

2. **Acknowledgement of Risks; Representations.** I hereby acknowledge all of the risks identified in this Agreement, which include the Intrinsic Dangers of Equine Activities, and I hereby knowingly and voluntarily assume those risks. I acknowledge that these are just some of the risks involved in participating in Equine Activities, and I also agree to voluntarily assume other risks not specifically mentioned in this Agreement but of which I am aware. I fully understand the types of risks which exist during my participation in Equine Activities. I am not relying on Liberty University to identify all possible risks involved in Equine Activities. I understand that the dangers and risks of participation in Equine Activities may impair my future ability to earn a living, to engage in business, social and recreational activities, and to generally enjoy life. I understand that participants in Equine Activities may be injured or killed as a result of their own negligence, the negligence of others, including Liberty University, or through no fault of the participant or anyone else. With full knowledge of the risks, I represent myself to be in sufficiently good health to participate in Equine Activities and free from any medical condition, physical or mental, that could interfere with my ability to participate in Equine Activities or that could be worsened by participating in Equine Activities or that could endanger my health or safety or the health or safety of other participants. I assert that I have valid and current insurance to cover any injury or damage that I may cause or suffer while participating in the Equine Activities, or that I agree to personally bear the costs of such injury or damage.

3. **Waiver.** In consideration of Liberty University allowing me to participate in Equine Activities, on behalf of myself and my heirs, successors, and assigns, I hereby release and waive any rights I may have to make any claim against Liberty University (including its Board of Trustees, individual trustees, officers, employees, instructors, trainers, affiliates, volunteers, professionals, and students) for any injury, loss, damage, or death to or of person or property sustained by me as a result of the Intrinsic Dangers of Equine Activities.

4. **Safety Helmet.** I understand that wearing a safety helmet is recommended when participating in Equine Activities. If the LU EC does not offer me one, I may choose to ask for one. I understand that a helmet may or may not protect me from injury or death. If I choose not to wear a helmet, I acknowledge the risks associated with not wearing a helmet. I understand that a helmet does not protect the wearer against all foreseeable injury, harm, or death, and I understand that if I choose not to wear a helmet or if I choose to wear a helmet that is not ASTM/SEI approved, I am doing so at my own risk. I understand that, if I do not have an ASTM/SEI certified helmet, the LU EC will make an ASTM/SEI certified helmet available for me to use upon my request.

5. **Personal Equipment.** In the event I bring any equipment or personal property for use in Equine Activities, I assume all risks associated with the use of such equipment or property. I agree that Liberty University is not responsible for any loss or theft of, or damage to, any equipment or personal property that I bring to the LUEC.

6. **Medical Treatment.** I authorize Liberty University and/or its personnel to seek medical attention or care on my behalf, or to transport or cause me to be transported to a medical facility or hospital. I agree that Liberty University has no obligation to seek or provide such medical care to me. In the event Liberty University seeks transportation and/or medical care on my behalf, I agree to pay all charges related to such transportation and/or medical care. I further agree to indemnify and hold harmless Liberty University from all such charges.

7. **Behavior at LUEC.** I agree to read and abide by all posted signs at the LUEC and to comply with all instructions from LUEC staff and LUEC policies and rules. I agree to not engage in any negligent or reckless behavior, as determined by LUEC staff, while at the LUEC. Persons under the influence of drugs or alcohol are not permitted at the LUEC, as the use of drugs or alcohol may increase the exposure to risk which cause injury or death. I agree my failure to comply with this paragraph may result in my removal from the LUEC.

8. **Notice.** I accept notice of the provisions of the Virginia Equine Activity Liability Act, VA. CODE §§ 3.2-6200 through 6203 ("Act"). I agree that this Agreement shall be so construed as to provide Liberty University the fullest protection of a waiver/release of my right to sue and an assumption of all risks that is afforded to Liberty University by the Act and by general law.

9. **Accident Investigation.** In the event that I witness or am involved in an accident or event resulting in property damage or personal injury of any kind, no matter how insignificant it may seem, I agree to immediately report such accident or event to an LUEC employee and to cooperate in the investigation of the accident or event.

10. **Governing Law; Forum Selection.** This Agreement shall be governed by Virginia law. Any claim or action arising out of this Agreement must be brought in a court located in Lynchburg, Virginia. I also waive my right to a trial by jury.

11. **Photography Consent**

By signing this Agreement, I grant Liberty University my express written consent to use any photograph/likeness or video of me (or my minor child) taken during the Liberty University Equestrian Camp for marketing and other related purposes, without any compensation required of Liberty University.

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| <p><b>PARTICIPANT CONSENT (required of all participants, regardless of age)</b></p> <p>BY SIGNING BELOW, I AGREE I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT, I AGREE TO ALL OF THE TERMS ABOVE, AND I HEREBY ASSUME THE RISKS STATED ABOVE, INTENDING TO BIND MY SUCCESSORS, HEIRS, AND PERSONAL REPRESENTATIVES.</p> <p>Signature of Participant: _____ Date: _____</p> <p>Name of Participant (Print): _____ Age: ____ Date of Birth: _____</p> <p><b>PARENT/GUARDIAN CONSENT (required if the participant is less than 18 years of age)</b></p> <p>I agree I have carefully read and understand this Agreement, I agree to all of the terms above, both personally and on behalf of the minor participant, and I hereby assume the risk that the minor participant may be injured while participating in Equine Activities. I further promise to take reasonable steps to ensure the minor's compliance with the terms of this Agreement.</p> <p>Signature of Parent/ Guardian: _____ Date: _____</p> <p>Name of Parent/ Guardian (Print): _____</p> |
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