

FRIENDS OF THE VIRGINIA BEACH MOUNTED POLICE ACTIVITY RELEASE FORM

THIS EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS AGREEMENT IS HEREBY GIVEN BY THE UNDERSIGNED TO THE FRIENDS OF THE VIRGINIA BEACH MOUNTED POLICE (THE "FRIENDS") AND THE CITY OF VIRGINIA BEACH (THE "CITY").

In consideration of being allowed to participate, the participant hereby acknowledges that he/she has full and complete notice and understanding of the Equine Activity Liability Act of the Commonwealth of Virginia and of all risks known and unknown involved with equine activities which may cause, contribute to or result in the death or bodily and personal injury of the participant or damage to the participants property. Risks even if arising from the negligence of the Sponsors or others to the fullest extent permitted by law including, but not limited to: 1) the propensity of an equine to behave in dangerous ways or to trip and/or fall; 2) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, and the effects of such reactions, 3) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under or protruding from the riding or road surface, both latent and patent; 4) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, slippery road surfaces and other debris and obstacles, and any equine activity in connection therewith, may foreseeable or unforeseeably present; 5) the dangers of risks of tack or harness slipping or breaking for whatever reason; 6) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity; 7) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason; 8) the dangers of being struck by an equine, by a rider or by a vehicle; 9) any negligent act or omission by the Sponsors or any land owner or operator which causes or results in the death or bodily and personal injury of the participant or damage to the participant's property; and 10) all other risks associates with showing or riding in an urban environment and related activities.

The participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of the Virginia Beach Boardwalk! Beach Ride with the Virginia Beach Mounted Patrol or other activity.

The participant hereby RELEASES and WAIVES all rights which he/she may have hereafter against the Friends, the City, their respective employees, agents, members and representatives as well as the owners or operators of any property on which the sponsored activity takes place (the "Sponsors") and each owner for death, bodily and personal injury or property damage which is in any way associated with the aforesaid risks known and unknown involved in equine activities and hereby WAIVES his/her right to sue or to bring any action against any of the Sponsors or any owner in connection therewith; he/she agrees to INDEMNIFY and DEFEND the Sponsors and each owner from and to HOLD the Sponsors and each owner HARMLESS against any such suit or action; and he/she hereby expressly ASSUMES ALL RISKS AND DANGERS of death, bodily and personal injury and property damage which are in any way associated with the risks enumerated above.

I hereby release and waive all rights against the FRIENDS, and the City and their respective officials, volunteers, officers, agents, employees and representatives of all others listed in this agreement for death, bodily and personal injury or property damage which is in any way associated with the risks involved in equine activity and waive right to sue or to bring any action against any of the Sponsors, the Friends and the City in connection therewith and agree to indemnify and defend and hold harmless the same against any such suit or action; and hereby agree that I have participated voluntarily in the equine activity. I am aware that this event involves known and unknown dangerous risks of serious injury or death and by participating I expressly assume all risks and dangers of death, bodily and personal injury and property damage which are in any way associated with the risks involved in equine activity.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSORS OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

NAME(print) _____

Signature of Participant