

RELEASE LIABILITY FORM Crossroads Ranch, LLC 3116 Summit Crossing Road Fredericksburg, VA 22408

Read this agreement carefully before signing it. Your signature indicates you understand it and agree on its terms. By signing this agreement, you and your child are giving up certain legal rights, including the right to sue or recover damages in case of injury, death, or property damages, for any reason, including but not limited to, the negligence of the stable; it's owner, employee and agents (the "Releasees").

Rider Name:		DOB:
Weight:	Height:	Gender: \Box Female \Box Male
Parent/guardian:		
Address:		
Email:		Phone:
Emergency contact:		

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

2. ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by Crossroads Ranch, LLC, hereinafter referred to as the Stable.

4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Stable, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.

5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.

6. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable, instructors, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.

7. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Virginia and is intended to be as broad and inclusive as is permitted by Virginia Law (RIDE AT YOUR OWN RISK), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

Under Virginia Law, an equine activity sponsor or an equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity resulting from the inherent risks of equine activities pursuant to Va. Code Ann. §3.1-796.132.

8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owner, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

9. State that I am not now pregnant and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.

10. It is recommended that riders wear an ASTM/SEI certified protective helmet – no other helmets (ie bicycle) will be permitted to be used. It is my understanding that a protective helmet is available and has been offered for my own safety. *If rider is under 18 years, they are required to wear a helmet while riding*.

I decline to wear a helmet (*please initial here*): _____

11. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.

I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release the stable, It's owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved, and the release and waiver of liability is worth the pleasure of horseback riding experience.

EXECUTED this _____ day of ______, 20____

Rider's Signature:

Print Name: _____

Parent/Guardian:

Signature required if Releasor is a minor

PHOTO RELEASE FORM

I hereby grant the Crossroads Ranch, LLC permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the Crossroads Ranch, LLC and will not be returned.

I hereby irrevocably authorize the Crossroads Ranch, LLC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the Crossroads Ranch, LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:

EXECUTED this _____ day of ______, 20____

Rider's Signature:

Print Name:

Print Name:

Ranch Rules

Everyone stepping foot on Crossroads Ranch are required to follow the ranch rules.

- 1. Close all gates behind you.
- 2. Clean up after yourself/guest and horse.
- 3. All riders and guests must sign a waiver upon entry and the 1st of every new year.
- 4. Riders must wear closed toed shoes, long pants, and no loose clothing/jewelry.
- 5. Appropriate clothing must be worn. If too tight or short, shirts and sweats will be provided.
- 6. All parents must wear closed toes shoes when around horses. Same goes for guests.
- 7. All riders under 18 are REQUIRED to wear an ASTM/SEI certified protective helmet when riding.
- 8. Clean/wipe down tack and put your tack away.
- 9. Service dogs ONLY
- 10. Do not enter the Mustang Pens unless authorized. *These are wild horses and still untamed.*
- 11. No smoking/vaping outside the Smoke Pit. All cigarette butts must be cleaned up.
- 12. If you see something broken, let Jeneva or Richard know as soon as possible.
- 13. If you turn it on, turn it off.
- 14. Keep the tack room and feed room door closed.
- 15. Be prepared for the day. Always have water/bottle. If it's hot, hydrate. If it's cold, wear layers.
- 16. Follow arena etiquette.
- 17. If parent/guardian/guest are watching the rider during the lesson, please keep comments and/or suggestions to self unless it is an emergency. Questions are permitted when instructions are not being given.
- 18. Children not taking lessons must be supervised by parents/guardians at all times.
- 19. Stay in the ranch area and do not go into our personal backyard area.
- 20. Please show up 15 mins prior to your lesson.
- 21. Respect the ranch hours. We cannot accommodate outside of the hours we are open as Jeneva works a full-time job and can only give lessons between 4:30pm and 8pm. She also has a training schedule for the other horses in her training program.
- 22. Cancellation policy
 - a. All lessons must be canceled or rescheduled 24 hours prior to lesson.
 - b. If weather conditions (i.e. heat, cold or storm) make conditions for lesson unsafe, the lesson will be canceled and possibly rescheduled. No fee will be charged.
 - c. Last minute (unless otherwise determined) will be charged the following:
 - i. 1st time: \$15 fee
 - ii. 2nd time: \$30 fee
 - iii. 3rd time: \$50 fee

Rider Printed Name

Rider Signature

Date

Parent/Guardian Printed Name

Parent/Guardian Signature

Date