

**EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND
ASSUMPTION OF ALL RISKS**

THIS EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS is governed by Sections 3.1-796.130 through 3.1-796.133 of the Code of Virginia (1950, as currently and hereinafter amended), hereinafter "the Code," which are incorporated herein by reference. The Equine Activity Sponsor is DRAGONFLY FARMS, LLC, a Virginia limited liability company. The Equine Participant is _____.

BY SIGNING THIS DOCUMENT, THE EQUINE PARTICIPANT IS KNOWINGLY ASSUMING ALL RISKS ASSOCIATED WITH EQUINE ACTIVITY, WAIVING THE RIGHT TO SUE THE EQUINE SPONSOR AND THE EQUINE PROFESSIONAL, AND RELEASING THEM FROM LIABILITY AS PROVIDED BY THE CODE. The risks inherent in equine activities, which can cause or contribute to or result in death and personal injury to any participant include, but are not limited to: (i) the propensity of an equine to behave in dangerous ways or to trip and/or fall; (ii) 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; (iii) the hazards of surface or subsurface conditions, including but not limited to, objects or conditions on, under or protruding from the surface, both latent and patent; (iv) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris and obstacles, and any equine activity in connection therewith that may be foreseeably or unforeseeably present; (v) the dangers and risks of tack or harness slipping or breaking for whatever reason; (vi) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity; (vii) 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. 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 incurred during, caused by, or incurred in, the course of any equine activity. If this Agreement is executed by the undersigned Participant for and on behalf of a minor Participant named below, the undersigned Participant hereby warrants and represents

that he/she is, in fact, the legal parent or guardian of the person and estate of such minor, with full rights and custody and control of said minor, that this Agreement is made on behalf of, and is intended to be binding upon, said minor participant, his/her heirs, personal representative, successors and assigns; and the undersigned Participant further agrees that this Agreement shall also be as fully binding on the undersigned Participant as if it were entered into solely on her/his own behalf. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the Participant until expressly revoked by the Participant in a written notice personally delivered to the Equine Activity Sponsor and Equine Professional; and any revocation shall be effective from after the date the revocation is delivered to them.

10. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant.

DRAGONFLY FARMS, LLC

Signature of Participant
(if under 18 years of age Parent/Guardian must sign)

Date