



Company: Equine Adventures, LLC
Location: Marriott Ranch, Hume, Virginia
Governing Law: Commonwealth of Virginia

WARNING: Under Virginia law, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities, pursuant to Virginia Code § 3.2-6202.

Description of Equine Activities

This Agreement applies to all equine-related activities provided or arranged by the Company at or in connection with the Location, including but not limited to trail rides, guided tours, private rides, mounted and unmounted activities, handling horses, grooming, tacking, saddling, mounting, dismounting, riding, leading, and being present in barns, pastures, paddocks, trails, arenas, trailheads, loading areas, parking areas, and any other areas where horses or equine equipment are present.

Acknowledgment of Inherent Risks of Equine Activities

I understand and acknowledge that horses and other equines are unpredictable animals and that equine activities involve inherent risks that cannot be eliminated regardless of the care taken by the Company, its staff, guides, or agents.

The inherent risks of equine activities include, but are not limited to:

- The propensity of horses to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, bolting, falling, rolling, stepping on individuals, pinning ears, striking, crowding, or otherwise behaving unpredictably;
• The unpredictability of a horse's reaction to sounds, sudden movement, unfamiliar objects, vehicles, wildlife, people, dogs, or other animals;
• Surface and subsurface conditions including uneven ground, mud, sand, gravel, rocks, roots, holes, ruts, slopes, water crossings, bridges, and changing terrain;
• Collisions with other horses, riders, fences, gates, trees, vehicles, trail obstacles, or natural features;
• Equipment, tack, or footwear issues including breakage, improper fit, slipping saddles, girth failure, stirrup issues, rein or bridle failure, saddle pad shifting, helmet fit issues, and other gear malfunction or misuse;
• Rider or handler error including failing to maintain control, failing to follow instructions, misjudging speed, balance, distance, or terrain, or acting beyond one's ability;
• Weather and environmental hazards including heat, cold, rain, wind, lightning, fog, low visibility, insects, and sudden weather changes;
• The limited availability of emergency medical care in rural or trail environments and the time it may take for assistance to arrive.

Assumption of Risk

I knowingly, voluntarily, and expressly assume full responsibility for all risks of injury, illness, death, or property damage arising out of or related to my participation in equine activities, whether mounted or unmounted, whether on Company property or in transit to/from activity areas, and whether such risks are known or unknown, foreseeable or unforeseeable.

Waiver of Unknown Claims

I understand that injuries, damages, or losses may occur in the future that are not known, suspected, or reasonably foreseeable at the time of signing this Agreement. I expressly waive and release any and all claims, demands, causes of action, or liabilities, whether known or unknown, suspected or unsuspected, arising out of or related to the inherent risks of equine activities, to the fullest extent permitted by Virginia law.

Release and Hold Harmless

To the fullest extent permitted by Virginia law, I hereby release, waive, discharge, and agree to hold harmless Marriott International, The Marriott Ranch, The Marriott Ranch Properties INC., Equine Adventures, LLC, Roger & Casey Haynes, members, managers, officers, employees, guides, contractors, volunteers, agents, insurers, premises owners, and affiliated organizations from any and all claims or liability arising from the inherent risks of equine activities.

Indemnification

I agree to defend, indemnify, and hold harmless the released parties from any claims, demands, damages, judgments, orders, costs, or expenses (including reasonable attorneys' fees) that may arise from or be connected with my participation in equine activities or my presence upon the property, to the extent permitted by Virginia law.

Participant Representations and Responsibilities

I represent that I am physically able to participate in equine activities and have disclosed any relevant limitations, medical conditions, allergies, or concerns that could affect my safety.

I agree to follow all instructions, rules, and safety guidelines given by Company staff and guides, including trail etiquette, required spacing, pace control, and any helmet or equipment requirements.

I agree to act within my abilities and to maintain control of my horse to the best of my ability, understanding that loss of balance or control can result in serious injury.

Safety Equipment

I understand that safety equipment (including helmets) may reduce the risk of certain injuries, but no equipment can eliminate all risks of equine activities. If I choose not to wear recommended equipment, I accept the additional risks associated with that decision.

Medical Authorization

In the event of an emergency, I authorize the Company to obtain emergency medical treatment for me at my expense if I am unable to provide consent

Governing Law, Venue, Severability, Entire Agreement

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Any legal action shall be brought in a court of competent jurisdiction within Virginia.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, regarding the subject matter.

Signature

Participant Name (Print): _____ Date of Birth: _____
Address: _____ Phone#: _____
Emergency Contact Name: _____ Phone: _____
Signature: _____ Date: _____

Rider experience level:

____ Beginner (never ridden or little experience) ____ Intermediate & above (leased horses, owned horses, attend horse clinics, competitive rider)