

**MINOR PARTICIPANT WAIVER AND RELEASE OF LIABILITY
(Parent/Legal Guardian Agreement)**

Company/Operator: Equine Adventures, LLC (d/b/a Virginia Equine Adventures)
Location: Marriott Ranch, Hume, Virginia
Governing Law: Commonwealth of Virginia

WARNING (Virginia Equine Activity Liability Act): 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.

Purpose and Parties

This Minor Participant Waiver and Release (“Agreement”) is entered into by the undersigned parent or legal guardian (“Parent/Guardian”) on behalf of the minor participant identified below (“Minor”). Parent/Guardian wishes for Minor to participate in equine activities provided, hosted, or arranged by Equine Adventures, LLC and/or its owners, members, managers, officers, employees, guides, contractors, volunteers, agents, insurers, premises owners, and affiliated organizations (collectively, “Released Parties”).

Description of Equine Activities

Equine activities include, but are not limited to: trail rides; guided rides/tours; riding instruction; mounted and unmounted activities; handling horses; grooming; tacking; saddling; mounting and dismounting; riding; leading; being in or around barns, pastures, paddocks, arenas, trails, trailheads, loading areas, parking areas, and any other areas where horses, equine equipment, or participants may be present.

Acknowledgment of Inherent Risks

Parent/Guardian understands and acknowledges that horses and other equines are unpredictable animals and that equine activities involve inherent risks that cannot be eliminated, even with reasonable care, instruction, and supervision. Inherent risks may include, without limitation: falls; collisions; bites; kicks; being stepped on; equipment or tack failure; uneven or changing terrain (mud, gravel, rocks, roots, holes, slopes, water crossings, bridges); weather and environmental conditions; the unpredictable reaction of a horse to sounds, sudden movement, unfamiliar objects, vehicles, wildlife, people, dogs, or other animals; and the possibility of serious injury or death.

Parent/Guardian Assumption of Risk

On behalf of Minor and Parent/Guardian, Parent/Guardian knowingly and voluntarily assumes full responsibility for all risks of injury, illness, death, or property damage arising out of or related to Minor’s participation in equine activities, whether mounted or unmounted, and whether on Company property or in transit to/from activity areas, whether such risks are known or unknown, foreseeable or unforeseeable.

Parent/Guardian Representations and Responsibilities

Parent/Guardian represents and agrees that: (a) Parent/Guardian is at least 18 years of age and has legal authority to sign this Agreement for Minor; (b) Minor is physically and mentally able to participate and Parent/Guardian has disclosed to the Company any relevant medical conditions, allergies, medications, injuries, behavioral concerns, or limitations that could affect safety; (c) Parent/Guardian and Minor will follow all instructions, rules, and safety guidelines given by Company staff and guides; (d) Minor will act within Minor’s abilities; and (e) Minor will wear appropriate clothing and footwear, including closed-toe shoes/boots suitable for equine activities.

Safety Equipment (Helmets Required)

An ASTM/SEI-certified riding helmet is REQUIRED for Minor at all times while mounted and whenever instructed by Company staff. Parent/Guardian agrees Minor will wear the helmet properly fastened. If Minor or Parent/Guardian refuses required safety equipment or fails to follow safety rules or staff instructions, the Company may remove Minor from the activity immediately, without refund, for safety reasons.

Release, Waiver, and Covenant Not to Sue

To the fullest extent permitted by Virginia law, on behalf of Minor and Parent/Guardian (and their respective heirs, representatives, and assigns), Parent/Guardian hereby releases, waives, discharges, and agrees to hold

harmless the 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, demands, causes of action, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to Minor's participation in equine activities or presence on the property, including claims arising from the inherent risks of equine activities and/or the ordinary negligence of any Released Party. Parent/Guardian agrees not to sue or bring any claim against the Released Parties for any such matter.

Indemnification

Parent/Guardian agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, causes of action, damages, judgments, costs, or expenses (including reasonable attorneys' fees) brought by or on behalf of Minor, Parent/Guardian, or any third party arising out of or related to Minor's participation in equine activities, to the fullest extent permitted by Virginia law.

Medical Authorization

In the event of an emergency, Parent/Guardian authorizes the Company to obtain emergency medical evaluation and/or treatment for Minor and to contact emergency services (911) as deemed appropriate. Parent/Guardian understands that Parent/Guardian is financially responsible for all costs of medical care and related transportation. If Parent/Guardian cannot be reached, this authorization is intended to be valid and effective.

Photographs/Video

YES NO I give permission for the Company to use photographs/video of Minor taken in connection with activities for marketing and informational purposes, without compensation, except where prohibited by law.

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 in 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 regarding its subject matter and supersedes all prior understandings, whether written or oral.

SIGNATURES

By signing below, Parent/Guardian acknowledges that Parent/Guardian has read and understands this Agreement, understands the risks involved, and signs this Agreement voluntarily and on behalf of Minor.

Minor Participant Name (Print): _____ Date of Birth: _____

Parent/Legal Guardian Name (Print): _____ Relationship to Minor: _____

Parent/Guardian Address: _____ Parent/Guardian Phone: _____

Emergency Contact Name (other than Parent/Guardian): _____ Emergency Contact Phone: _____

Parent/Guardian Signature: _____ Date: _____

Minor Signature (if age-appropriate): _____ Date: _____

Rider Experience Level (check one): Beginner (never ridden / limited experience) Intermediate & amp; above