

Liability Release and Waiver of Right to Sue

I, (Participant) _____ give this release and waiver of right to sue (the "Release") in consideration for the opportunity to board, ride, visit, handle or show horses at the property at 2714 Logmill Road, Haymarket, Virginia 20169 (the "Property") operated by COMPASS ROSE FARM LLC, a Virginia limited liability company, or to engage in any other equine activity on the Property. In this Release use of the term "Farm" shall be defined to include Compass Rose Farm LLC, as well as its members, employees, agents, successors, assigns and insurers.

Virginia's Equine Activity Liability Act (Code of Virginia Sec. 3.2-6200 *et seq.*) (the "Act") which is incorporated by this reference, defines equine activities very broadly to include a variety of mounted and unmounted activities including without limitation visiting an equine facility, riding equines, training equines, and handling equines. I understand and hereby acknowledge and agree that, given the nature of Farm's Property, it is an equine facility and at all times when I am on the Property I am a participant in an equine activity as defined by the Act.

The Act also describes certain intrinsic dangers (the "Intrinsic Dangers") which are an integral part of equine activities. Those Intrinsic Dangers include: (i) the propensity of equines to behave in ways that may result in injury, harm or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

I understand and hereby acknowledge and agree that Farm is an equine activity sponsor and/or equine professional as defined by the Act and the Act expressly provides that equine activity sponsors and professionals such as Farm are not liable for injury or death resulting from the Intrinsic Dangers.

I understand that the Act allows a participant in equine activities to waive his or her right to sue for any potential injury or death resulting from the Intrinsic Dangers. The Act allows this waiver to be binding even if the equine activity sponsor or professional has committed an act or omission that constitutes negligence for the safety of the participant.

Because I desire to participate in equine activities I hereby agree that I understand the Intrinsic Dangers and I agree to assume all of the risks posed by the Intrinsic Dangers and I release and waive all claims and rights to sue which I or my family members, estate, heirs, personal representatives, successors and assigns may now or hereafter have against Farm

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(including without limitation any claim of negligence) for my death or personal injury as a result of participating in equine activities.

I also hereby release Farm from any claims and rights to sue which I or my family members, estate, heirs, personal representatives, successors and assigns may now or

hereafter have against Farm for damage to my horses or other personal property (including any claim of negligence).

I intend for this Release to be interpreted so as to afford Farm the maximum protection against liability possible under the Act and other provisions of Virginia law. I have read and understand this Release and the rights I am giving up and I agree to be bound by this Release on an ongoing basis unless and until revoked in a signed writing delivered to Farm's Manager.

Signature of Participant

Date

EMERGENCY CONTACT 1: _____ TEL. _____

EMERGENCY CONTACT 2: _____ TEL. _____

IF THE PARTICIPANT IS A MINOR THE PARTICIPANTS PARENT(S) MUST SIGN BELOW AGREEING TO THE TERMS OF THIS RELEASE

Signature of Parent

Date

Printed Name of Parent

Signature of Parent

Date

Printed Name of Parent