

**Double A Farms BOO Trail Ride**

**434-676-2934**

**October 31, 2009**

**Registration Form**

Name \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Riders Names:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Registration fees include:

Primitive Camping

Trail Ride

Saturday Night Dinner

Saturday Night Dance

Sunday Morning Ranch Breakfast

Number of

\_\_\_\_\_ Pre-registrations @ \$40 per rider (must be received by October 23, 2009)

\_\_\_\_\_ Registrations @ \$50 per rider (received after October 23, 2009)

\_\_\_\_\_ Total Enclosed

Make Checks Payable to **Double A Farm**

Mail to: Double A Farm, 2699 Afton Grove Road, Kenbridge, VA 23944

***Note: Negative Coggins is required for all horses. Please attach copy of coggins to registration form. To facilitate registrations at the gate, please complete registration form, waiver and attach a copy of coggins for all horses. This keeps us from having to copy all the information while you wait.***

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*Notice, Assumption of Risks, Release, Waiver & Indemnity Agreement*

I (herein "I" means each person undersigned) am aware that horseback riding, trail rides, and any other equine activity are athletic events that pose potentially serious risks of injuries or death to the participants. I understand that my horse and/or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well-trained, are often unpredictable and often difficult to control.

I hereby accept notice of the provisions of §§ 3.1-796.130 through 3.1-796.133 of the Code of Virginia (the Equine Activity Liability Act), that state in part that there are:

**risks inherent in equine activities, including but not limited to, (i) the propensity of equines to behave in dangerous ways which may result in injury, harm, or death to persons on or around them; (ii) the inability to predict an equine's reaction to such things as sounds, movements, objects, persons, or animals; (iii) certain hazards of surface or 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.**

This document shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by Double A Farms and its owners.

Therefore, with knowledge of the foregoing, and as an inducement for Double A Farms to allow me to participate in equine activities held by Double A Farms, I hereby expressly and voluntarily:

- (i) assume all of the risks inherent in equine activities;
- (ii) release and waive (give up) any and all rights that I or my heirs may have to make a claim against or to sue Double A Farms., its agents, employees, officers, directors, staff, and volunteers, any other participants, and/or Willard and Donna Anderson during such equine activities, for any damages, injury, or death which I may sustain or which might occur to any horse I am riding as a result of such equine activities;
- (iii) agree to indemnify (Hold Harmless) all of the foregoing persons from any claims that I might make or that might be made on my behalf by others or that might be made against me by others arising from my participation in equine activities with Double A Farms., and further agree to indemnify all of the foregoing persons from any and all costs of defending such claims including attorney's fees;
- (iv) assume the risk of injury or death of any participant due, in whole or in part, to the negligence of Double A Farms., its agents, employees, officers, directors, staff, and volunteers, any other participants, and/or Willard or Donna Anderson;
- (v) agree that this document does satisfy and shall be construed to be sufficient to satisfy the assumption of risks and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and Double A Farms., its agents, employees, officers, directors, staff, and its volunteers, any other participants, and/or Willard and Donna Anderson during equine activities are all covered by the provisions of that Act;
- (vi) agree that this document shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where the injury, death, and/or loss may occur; and
- vii) agree that in the event that any portion of this document shall be declared unenforceable, such declaration shall not affect the remaining portions of this document, which shall survive intact and shall remain enforceable.

**If a rider is a minor or otherwise under a legal disability, this document shall be signed by (1) the rider and (2) by the rider's parent or legal guardian or by a person authorized to sign on behalf of the rider's parent or legal guardian. By signing, the parent or legal guardian or such authorized person:**

- (i) waives the parent's/guardian's and the rider's rights to sue the persons named in the preceding paragraph;**
- (ii) agrees that all of the provisions of the preceding paragraph shall apply to the child, ward, parent, and/or legal guardian; and**
- (iii) represents and warrants that I am the parent or legal guardian of the rider or a person authorized to sign this document on behalf of the rider's parent or legal guardian.**

BY SIGNING THIS DOCUMENT, I UNDERSTAND THAT I AM GIVING UP (RELEASING AND WAIVING) ANY RIGHT I HAVE TO SUE OR TO MAKE A CLAIM THAT I MIGHT HAVE OR THAT MIGHT LATER ARISE OR OCCUR AGAINST DOUBLE A FARMS, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, STAFF, VOLUNTEERS, AND/OR OTHER PARTICIPANTS, AND/OR WILLARD AND DONNA ANDERSON - LANDOWNERS (THEIR FAMILIES, EMPLOYEES OR TENANTS) OVER

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WHOSE LAND I RIDE FOR ANY INJURIES I MIGHT SUSTAIN WHILE PARTICIPATING IN EQUINE ACTIVITIES, AND THAT I AM AGREEING TO INDEMNIFY (HOLD HARMLESS) THOSE SAME PERSONS AGAINST ALL CLAIMS ARISING FROM MY PARTICIPATION IN OF DOUBLE A FARM'S EQUINE ACTIVITIES. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND TO PROVIDE THE INDEMNITY AGREEMENT; AND I DO SO VOLUNTARILY.

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Signature of Rider

Signature of Parent or Legal Guardian or Authorized Person

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_