

Fox Covert, Inc. Waiver of Rights and Assumption of Risks

This Waiver and Assumption is specifically authorized by Section 3.2-6202B of the Virginia Equine Activity Liability Act ("the Act") a copy of which is attached. Terms in bold italics in this Waiver and Assumption shall, to the extent defined in the Act, have the meaning given by the Act.

This Waiver and Assumption is made by _____ (a ***Participant*** who shall be referred to hereafter as RIDER) and in favor of Fox Covert, Inc., Wofford Family, LLC, James Wofford and Gail Wofford (each of whom is an ***Equine Activity Sponsor***, an ***Equine Professional***, or both, and who shall be referred to collectively hereafter as OWNERS).

Notice to Participant

There are dangers associated with ***Equine Activities*** that are an integral part of those activities, including but not limited to:

- The propensity of ***Equines*** to behave in ways that may result in injury, harm or death to persons on or around them;
- The inability to predict an ***Equine's*** reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
- Certain hazards such as surface and subsurface conditions;
- Collisions with other animals or objects; and
- The potential that a ***Participant*** will act in a negligent manner, such as failing to maintain control over the ***Equine*** or not acting within the ***Participant's*** ability, that may contribute to injury to the ***Participant*** or others. *Terms of Waiver and Assumption* In consideration of OWNERS' agreement to provide riding instruction to RIDER (whether on property owned by OWNERS or elsewhere), permit RIDER to ***Engage in Equine Activities*** on property owned by OWNERS and other related services, all on terms and conditions that have been separately agreed to by each of them, RIDER hereby waives all right he/she may otherwise have had to maintain an action against or recover from any or all of the OWNERS or the employee, agent or other representative of an OWNER, for an injury to or the death of RIDER or RIDER's horse while engaged in an ***Equine Activity*** sponsored by or on property owned or controlled by one or more OWNERS, and RIDER agrees to assume all risks associated with such ***Equine Activities***, all as authorized by the Act. RIDER further agrees to indemnify and hold harmless OWNERS, their agents, employees and representatives from any claim or liability of any kind, including reasonable attorney's fees, made by or on behalf of RIDER or by any other person that arises out of an injury, loss or damage to RIDER or RIDER's property from an ***Equine Activity*** sponsored by or on property owned by one or more OWNERS.

Date: _____

Signature of RIDER: _____

Printed name of RIDER: _____