*EQUINE ASSISTED GROWTH & DEVELOPMENT SERVICES AGREEMENT*

***LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT***

***READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING***

1. ***Registration of Client and Agreement Purpose.*** I, the following listed individual (hereinafter referred to as “Client”), and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in Equine Assisted Growth and Development Services, hereinafter referred to as EAGDS, as a client of ***Cross Keys Equine Therapy*** (hereinafter referred to as “Provider”), and that I will either utilize my own horse or horse provided by this Provider for EAGDS purposes.
	1. Client Name:
	2. Age (if under 18):
	3. Date of Birth:
	4. Weight (over 240 lbs?) YES NO (Circle One)
	5. Horse Handling Experience:
		1. Beginner (Under 10 Hours)
		2. Over 10 Hours
	6. Does this client have any physical or mental condition(s), which may affect his/her safety and ability to ride, drive, train and/or be near a horse? YES NO (Circle One)
	7. If you circled YES, how can we help this client with his/her special needs?
	8. Medical Insurance: I/We agree that: Should medical treatment be required, I and/or my medical insurance company **shall pay** for **ALL** such incurred expenses.
		1. My medical insurance company is:
		2. My policy number is
		3. I do not carry medical insurance (Indicate here)
2. ***Agreement Scope and Territory Conditions***. This agreement shall be legally binding upon me the registered Client, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of this Provider’s physical location. This agreement is intended to be valid and binding at all times now and in the future when this Provider permits me (directly or indirectly) to enter this Provider’s property, be on this Provider’s property, be near any horse, receive riding, driving and/or training instruction or guidance from its associates and/or when I ride, drive, train and/or am near horses on or off this Provider’s property. Any disputes by the Client shall be litigated in, and venue shall be in the county in which this Provider is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The terms “Horse” and “Equine” shall refer to all equine species. The terms “I”, “we”, “me”, “my” shall herein refer to the above registered Client and the parents or legal guardians thereof if a minor.
3. ***Inherent Risks/Assumption of Risks***. **I/We acknowledge that:** Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; the unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards including, but not limited to, surface or subsurface conditions; a collision, encounter and/or confrontation with another equine, another animal, a person, or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the Participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 3-1/2 to 5-1/2 feet, and the impact may result in hard to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; spinning around; changing directions and/or speed at will; shifting its weight; bucking; rearing; kicking; biting; and/or running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on this Provider to list all possible risks for me.**
4. ***Conditions of Nature Warning, Unfamiliar and Sudden Sights, Sounds and Movements Warning, and Inspection of Premises.*** **I/We acknowledge that:** this Provider is **NOT** responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on this Provider to list all possible conditions for me.** The Client and parent or legal guardian have inspected this Provider’s facilities and are satisfied that all premise conditions are reasonably safe for this client’s intended purpose, usage and presence upon this Provider’s premises.
5. ***Saddle Girths/Natural Loosening Warning.*** **I/We acknowledge that:** Saddle girls (fastener straps around horse’s belly) may loosen during riding. Clients must alert this Provider or their instructor or attendant of any girth looseness so that action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.
6. ***Protective Headgear/Helmet Warning.* I/We agree that:** for myself and on behalf of my child and/or legal ward have been fully warned by this Provider that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, driving, training and being near horses, and I understand the wearing of such headgear/helmet at these times may reduce severity of some of the wearer’s head injuries and possibly prevent the wearer’s death from happening as the result of a fall or other occurrences.
7. ***Liability Release.* I/We agree that:** In consideration of this Provider allowing my participation in this EAGDS activity, under the terms set forth herein, I, the Client, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge this Provider, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as “Associates”), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to this Provider’s and/or its Associates ordinary negligence or legal liability; and I do further agree that except in the event of this Provider’s gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against this Provider and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward I relation to the premises and operations of this Provider, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by this Provider, or in the care, custody or control of this Provider, whether on or off the premises of this Provider, but not limited to being on this Provider’s premises.
8. ***Equine Activity Liability Act (EALA) Warning or Language.*** [This clause applies **only for** operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, PA, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] **I/We acknowledge that**: I have reviewed this state’s EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS**: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

***All Clients and Parents or Legal Guardians must sign below after reading this entire document.***

***SIGNER STATEMENT OF AWARENESS:***

***I/WE THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.***

Signature of Client Date

Signature of Parent/Legal Guardian Date

And/or Spouse #1

Address:

Home Phone: Cell Phone:

Person to Contact in Case of Emergency:

Relationship to Client: Phone Number:

**Photo Release**

I consent to and authorize the use and reproduction by Cross Keys Equine Therapy of any and all photographs and any other audiovisual materials taken of me/my child/my ward for promotional material, educational activities, exhibitions of or for any other use for the benefit of the organization.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Client Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Client’s Parent/Guardian Date

***EQUINE ACTIVITY LIABILITY ACT (EALA)***

**Summary:**

This Virginia section provides that an equine activity sponsor, an equine professional, or any other person shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities.  Liability is not limited where the equine professional intentionally injures the participant, commits an act or omission that constitutes negligence for the safety of the participant, or knowingly provides faulty equipment or tack that causes injury.  The statute seems to imply that a waiver should be executed when a participant engages in equine activities to adequately insulate the equine professional.

# Statute Text

**Chapter 62. Equine Activity Liability**

[§ 3.2-6200](https://www.animallaw.info/statute/va-equine-chapter-62-equine-activity-liabilitychapter-63-ox-activity-liability#s6200) . Definitions

[§ 3.2-6201](https://www.animallaw.info/statute/va-equine-chapter-62-equine-activity-liabilitychapter-63-ox-activity-liability#s6201) . Horse racing excluded

[§ 3.2-6202](https://www.animallaw.info/statute/va-equine-chapter-62-equine-activity-liabilitychapter-63-ox-activity-liability#s6202) . Liability limited; liability actions prohibited

[§ 3.2-6203](https://www.animallaw.info/statute/va-equine-chapter-62-equine-activity-liabilitychapter-63-ox-activity-liability#s6203) . Liability of equine activity sponsors, equine professionals

**Chapter 62. Equine Activity Liability**

**§ 3.2-6200. Definitions**

As used in this chapter, unless the context requires a different meaning:

"Engages in an equine activity" means: (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity.

"Equine" means a horse, pony, mule, donkey, or hinny.

"Equine activity" means: (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoofcare, including placing or replacing horseshoes or hoof trimming of an equine; and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

"Equine activity sponsor" means any person or his agent who, for profit or not for profit, sponsors, organizes, or provides the facilities for an equine activity, including pony clubs, 4-H clubs, hunt clubs, riding clubs, school-and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including stables, clubhouses, ponyride strings, fairs, and arenas where the activity is held.

"Equine professional" means a person or his agent engaged for compensation in: (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine; or (ii) renting equipment or tack to a participant.

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (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.

"Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

Acts 2008, c. 860, eff. Oct. 1, 2008.

HISTORICAL AND STATUTORY NOTES

Derivation:

Acts 1991, c. 358; Acts 2003, c. 876; § 3.1-796.130.

**§ 3.2-6201. Horse racing excluded**

The provisions of this chapter shall not apply to horse racing, as that term is defined by § 59.1-365.

Acts 2008, c. 860, eff. Oct. 1, 2008.

HISTORICAL AND STATUTORY NOTES

Derivation:

Acts 1991, c. 358; § 3.1-796.131.

**§ 3.2-6202. Liability limited; liability actions prohibited**

A. Except as provided in § 3.2-6203, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in § 3.2-6203, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

B. Except as provided in § 3.2-6203, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks specifically enumerated under this subsection may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

Acts 2008, c. 860, eff. Oct. 1, 2008.

HISTORICAL AND STATUTORY NOTES

Derivation:

Acts 1991, c. 358; Acts 2003, c. 876; § 3.1-796.132.

**§ 3.2-6203. Liability of equine activity sponsors, equine professionals**

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional or any other person who:

1. Intentionally injures the participant;

2. Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of § 3.2-6202; or

3. Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.

Acts 2008, c. 860, eff. Oct. 1, 2008.