

Release of Liability and Assumption of Risk Agreement

RELEASE OF LIABILITY: I am aware that participation in reenactment activities, especially cavalry (whether actually riding or not), is an athletic event that poses potentially serious risks of injuries, permanent disability, paralysis, and death to its participants. I understand that my horse 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 best trained, are often unpredictable; equipment may fail; and weapons may break, malfunction or be misused. I also understand that there may be known and unknown hazards on any property on which the activities may be conducted or over which I may travel; including, but not limited to, any property or properties listed on or attached to this sheet (hereinafter collectively known as the "host facility". This waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, and the participant departs the event and then only for the time after departure.

With this waiver I accept notice of the provisions of Section 3.1-796.130 through 3.1-796.133 of the Code of Virginia, which state in part: That there are inherent risks in equine activities, including (I) the propensity of an equine to behave in dangerous ways which may result in injury to the participant: (II) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals: and (III) hazards of surface or subsurface conditions.

ASSUMPTION OF RISK: I knowingly assume all risk from participation, both known and unknown, even if arising from the negligence of the owner(s), lessee(s), beneficiaries or others associated with a host facility, the Fourth Regiment Virginia Cavalry, Inc., The Black Horse Cavalry, or others, and assume full responsibility for my participation.

CONDUCT: I hereby acknowledge and agree to abide by the program's rules of conduct and other terms and conditions for my participation. Further, I agree to be responsible for any conduct violation by its affect on me.

I understand that I am completely responsible for anything that happens to me and/or my horse and/or property while participating. The host facility, the Fourth Regiment Virginia Cavalry, Inc., The Black Horse Cavalry, and their owners, lessees, beneficiaries, members, directors, officers and employees, or others associated with any of them, are in no way responsible for any injuries, damages or losses that may occur. Further, I agree to and do hereby waive or release (give up) any and all rights that I or my heirs may have to make claim against the host facility, the Fourth Regiment Virginia Cavalry, Inc., and The Black Horse Cavalry, or their, members, directors, officers and employees, arising from any damages, injury, or death which I might sustain or which might occur to any horse I have brought to the host facility or may ride while there as a result of my horseback riding or otherwise.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

Signature: _____ **Date:** ___ / ___ /09

Please Print:

Name: _____ **Address:** _____