



A registered 501(c) (3) non-profit organization. Federal Tax Identification Number: 81-0683248

LIABILITY RELEASE, WAIVER OF RIGHTS TO SUE, AND ASSUMPTION OF RISKS FOR VISITORS AND PARTICIPANTS IN EQUINE ACTIVITIES

(Code of Virginia § 3.2-6200 et seq.)

In consideration of the instruction and/or services of, use of the premises and/or facilities of, and/or participation in an activity organized by, Nalani Horse Recovery d/b/a Nalani Horse Rescue, a Virginia corporation, and Dagmar Lottermann, owner of Alanwood Farm, LLC (all of the foregoing parties being referred to herein collectively, as "Nalani"), and as a further inducement to Nalani to provide said instruction, services, premises and/or facilities, I, the undersigned, on my own behalf as a participant/visitor, or as parent/legal guardian for and on behalf of the minor child identified below, hereby agree and acknowledge as follows:

I acknowledge that participating in equine activities or visiting the facilities of Nalani at Alanwood Farm, LLC, located at 5601 Beverleys Mill Road, Broad Run, Virginia 20137, can be dangerous. I acknowledge the inherent risks involved in riding and working around horses, which risks include bodily injury from using, riding or being in close proximity to horses, among other risks, and I further acknowledge that both horse and rider can be injured in normal use or in competition and schooling. I FULLY UNDERSTAND THAT RIDING HORSES AND PARTICIPATING IN OTHER EQUINE ACTIVITIES INVOLVES CERTAIN INTRINSIC 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. I WISH TO PARTICIPATE IN THESE EQUINE ACTIVITIES KNOWING THAT THEY ARE DANGEROUS AND I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY (INCLUDING DEATH) TO ME OR MY PROPERTY RESULTING FROM MY PARTICIPATION IN SUCH ACTIVITIES.

In consideration for being permitted to participate in said equine activities, I KNOWINGLY WAIVE ALL OF MY RIGHTS TO SUE, AND UNCONDITIONALLY REMISE, RELEASE, ACQUIT, AND FOREVER DISCHARGE NALANI HORSE RECOVERY, ALANWOOD FARM, LLC, DAGMAR LOTTERMANN, AND ANY OTHER ORGANIZATION OR ENTITY LEASING AREAS OF ALLANWOOD FARM, LLC, AS WELL AS THEIR OWNERS, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES, OR GUESTS, AND ANY LANDOWNERS, LANDHOLDERS OR OTHER PERSONS MAKING PROPERTY AVAILABLE FOR NALANI, ITS AGENTS AND EMPLOYEES (COLLECTIVELY, THE "FULLY RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, SUITS, DEMANDS, DEBTS, DAMAGES, COSTS, OBLIGATIONS, OR RESPONSIBILITIES, INCLUDING REASONABLE ATTORNEY'S FEES AND LEGAL COSTS INCURRED BY THE FULLY RELEASED PARTIES, ARISING FROM OR RELATED TO ANY INJURY (INCLUDING DEATH) TO ME, OR TO ANY INJURY, LOSS, OR DAMAGE TO ME, ANY OF MY PROPERTY, OR THE PROPERTY OF ANY THIRD PARTY, RESULTING FROM ANY OF THE INTRINSIC DANGERS OF EQUINE ACTIVITIES OR IN ANY WAY ARISING OUT OF MY PARTICIPATION IN SUCH EQUINE ACTIVITIES OR RELATED ACTIVITIES, WHETHER OR NOT SUCH INJURY, DEATH, LOSS, OR DAMAGE IS THE RESULT OF THE NEGLIGENCE OF ANY PARTY. I FURTHER AGREE TO HOLD HARMLESS AND INDEMNIFY THE FULLY RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, SUITS, DEMANDS, DEBTS, DAMAGES, COSTS, OBLIGATIONS, OR RESPONSIBILITIES INCURRED BY THEM IN CONNECTION WITH ANY CLAIMS, DEMANDS, OR ACTIONS MADE OR BROUGHT BY ANY PARTY RELATING TO MY PARTICIPATION IN EQUINE ACTIVITIES.

I ACKNOWLEDGE THAT ANY PARTICIPANT IN EQUINE ACTIVITIES IS REQUIRED TO WEAR AN ASTM/SEI CERTIFIED EQUESTRIAN HELMET WHILE MOUNTED. PLEASE INITIAL ONE:

_____ I AGREE TO WEAR AN APPROVED RIDING HELMET.

_____ I WILL NOT BE WEARING A HELMET AND FULLY UNDERSTAND THE RISK OF BODILY HARM OR DEATH IN MY CHOICE TO NOT WEAR A HELMET.



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I HAVE CAREFULLY READ THIS LIABILITY RELEASE, WAIVER OF RIGHTS TO SUE, AND ASSUMPTION OF RISKS AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF ALL LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FULLY RELEASED PARTIES AND I SIGN IT OF MY OWN FREE WILL AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I understand that failure to abide by the rules and regulations of Nalani Horse Recovery, and Alanwood Farm (the "Rules") and common sense could result in my being asked to leave the premises, temporarily or permanently. I understand and agree that, should I choose to bring guests other than those listed in this agreement to the premises, I will be solely responsible for them and their safety and will familiarize them with the Rules. I understand that, before such guests may approach or interact with equines on the premises, they must sign this Liability Release, Waiver of Rights to Sue, and Assumption of Risks.

I release the Fully Released Parties from any liability for any injury or illness to an equine owned or used by me and brought to Alanwood Farm for the day or to board. I understand that the equine will leave with me. ALL horses must have a valid negative Coggins test.

Name of Applicant/Participant: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

(If Applicant/Participant is under 18 years of age)

Signature of Parent/Guardian: _____

Date: _____