

Shokota' Equestrian Education & Training
Cell 804-796-2600 "Horsemanship"~ making better horses, ONE ride at a time

Acknowledgment of WARNING of RISKS and RELEASE of ALL LIABILITY

ACKNOWLEDGMENT OF WARNING OF THE RISKS: I realize that there is an inherent danger in the use of any saddle animal and that travel with or upon a saddle animal may involve hazards including, but not limited to, uneven or unstable ground or road surfaces, trees, branches, rocks, stone, gravel, mud, water, and/or objects on the ground or roadway; that weather can create slippery conditions associated with fog drip, rain, sleet, ice and snow; that motor vehicles, other horses and rider, equipment failure, my ability to control or direct an animal, and the speed at which I proceed can pose a dangerous risk to my safety; that movement, noise, and contact with objects may frighten or cause an animal to move unpredictably and with force; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; and that no warranty of any kind, express, or implied, is being made as to the habits, disposition, suitability, nature or physical condition of any animal. I realize that personal property may be lost or damaged, that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers and hazards of the activity; that wearing a helmet is a basic precaution; and that I should ask about other potential risks, dangers and hazards and recommended precautions and procedures. I further realize that the propensity of an equine to behave in dangerous ways may result in injury to the participant; the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and hazards of surface or subsurface conditions.

EXPRESS ASSUMPTIONS OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the equestrian activity, which I and any minor children for which I am responsible, will engage in, including approaching, handling, mounting, riding, and dismounting a saddle animal, I confirm that I am (we are) physically and mentally capable of participating in the activity and using the equipment. I/we acknowledge that if, during the equestrian activity, I/we experience fatigue, chill, and/or dizziness, my/our reaction time may be diminished and the risk of any accident increased. I/We participate willingly and voluntarily and I/We assume full responsibility for personal injury, accidents, and illness, including death. I assume full responsibility for damage to or loss of personal property as the result of any accident from equestrian or any other activities that may occur. I assume the full responsibility for any property damage caused by myself, my guest, friends, family, my horse or anyone accompanying me on the premises with Kenneth B. Davis, his horses, or anyone working with or for Shokota' Equestrian Education & Training of personal injury, accidents, and/or illness or bodily harm whatsoever (including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration; head, neck and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis and/or death) that any result from observation or participation in equestrian or any other activities. Further, I understand the risks of entering the farm to myself, my guest, and minor children for which I am responsible, and any and all personal property on the farm. I/We enter the farm willingly and voluntarily and I/We assume full responsibility for personal injury, accidents, and illness, including death. I assume full responsibility for damage to or loss of personal property as the result of any accident whatsoever that may occur.

I expressly hold harmless SHOKOTA EQUESTRIAN LLC, operating at 1102 Old Buckingham Road, Powhatan, VA KENNETH B. DAVIS, all instructors, trainers, employees, consultants, staff, volunteers, and barn care team members of SHOKOTA' EQUESTRIAN OR IT'S HORSES at this location or any other location they may work, visit, or exhibit; for any liability whatsoever that may result from equestrian or other activities either to myself, my guests, friends, family, anyone accompanying me on the premises, my personal property, or my horse. I further hold harmless any property owners in the proximity of Shokota' for all liability whatsoever, related to any activity that originated from Shokota' Equestrian

either to myself, my guests, friends, family, anyone accompanying me on the premises, or my horse.
COVENANT OF GOOD FAITH: I recognize that you, as a provider of goods, and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity or employment due to forces of nature, medical necessities or other problems; and/or terminate the participation or employment of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity or working at/for Shokota' Equestrian Education & Training. I accept your right to take such actions for the safety of myself, other participants and/or my horse.
AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in equestrian or any other activities. I either have appropriate insurance or, in its absence, agree to pay all cost of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, for myself, guests, and any minor children for which I am parent, legal, guardian, or otherwise responsible, any heirs, personal representatives or assigns, do hereby release: SHOKOTA' EQUESTRIAN, KENNETH B DAVIS AND ITS HORSES , all instructors, trainers, staff, consultants, assistants, and barn care team members of SHOKOTA' EQUESTRIAN, its principals, directors, officers, agents, employees and volunteers, and each and every land owner, upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever.

WARNING: Under the code of Virginia (Title 3.1, chapter 27.5, & 3.1-797.130-130), equine activity sponsors and equine professionals are not liable for injury to or death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine, including rides, trips, and hunts however informal or impromptu and whether or not a fee is paid to participate in the activity.

WARNING: Liability actions prohibited except as provided in 3.1-796.133, an equine activity sponsor or equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity.

WARNING: Entering the riding area is in itself a dangerous activity due to the presence of farm equipment, animals, weather hazards, and natural and artificial obstacles such a pot holes, and logs. By signing this form, you acknowledge that you understand all risks involved in equine activities and/or being on the farm, whether participating, watching, or just entering the riding area. Further you expressly assume liability for an injury or damage that may occur for any reason whatsoever.

I knowingly release and give my permission for Shokota Equestrian to use photographs of me and/or my horse for publication on Shokota Equestrian website or marketing materials.

Please write this statement below and sign your name and the date you signed this form

"I HAVE READ THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK, AND RESPONSIBILITY AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS"

Student's Name _____

Name of Parent or Legal Guardian (in a minor) _____

Signature _____ Date _____

This document only expires or is terminates with WRITTEN notice by the student or guardian, dated and given to an officer of Shokota Equestrian LLC.