



Dream Catchers at the Cori Sikich Therapeutic Riding Center
P.O. Box 1261 Williamsburg, VA 23187
(757) 566-1775
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Release, Waiver & Indemnity Agreement

I, the undersigned or parent or legal guardian of the undersigned (either as a “Participant, Volunteer or Staff”), desiring to utilize the premises known as the Cori Sikich Therapeutic Riding Center and the adjoining properties known as 10128 Fire Tower Road and 10102 Fire Tower Road, and any adjoining property owned by Daniel Potter, Karen K. Potter, Neal E. Knemeyer, or NDK Investments, LLC (collectively known as “the Premises”), and the facilities either owned or controlled by Dream Catchers at the Cori Sikich Therapeutic Riding Center (“DCTR”), and to participate in programs offered by DCTR (the “Programs”), do hereby affirm that as a Participant, Volunteer or Staff is voluntarily entering upon the Premises to participate in the Programs, and I, as the undersigned or parent or legal guardian of the undersigned, do hereby willingly enter into this Release, Waiver & Indemnity Agreement.

I recognize that, under Virginia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a Participant, Volunteer or Staff in equine activities resulting exclusively from the inherent risks of equine activities. I fully understand that the activity of mounting, riding, boarding, feeding, or even being near a horse, involves numerous dangers and risks of injury to the Participant, Volunteer or Staff and I completely release the owner of the Premises, and DCTR and its officers, directors, volunteers, employees, or its agents from any and all liability for any and all injuries resulting from the Participant’s, Volunteer’s, or Staff’s engagement in the Programs offered by DCTR.

I expressly agree that this Release, Waiver and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, Section 3.1-796.130, *et.seq.* of the Code of Virginia (the “Act”), and that the owners of the Premises, DCTR and its officers, directors, volunteers, employees, and agents are covered as equine activity sponsors and/or equine professionals by the provisions of this Act. This Release, Waiver, and Indemnity Agreement shall be governed and construed by the laws of the

Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver, and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

I am also aware and consent to Participant's, Volunteer's, or Staff's inclusion in a study performed by DCTR that, in the interest of improving the quality and effectiveness of the programs offered, will gather data on the program participants. Such data will include, but not be limited to, the age, gender, dates of participation, and level of satisfactions of the program participants. Program participants may be selected for the study at random, and DCTR affirms that all program participants selected for the study will be treated in a manner substantially identical to those program participants not selected for the study and that the identities of all program participants will be held strictly confidential and not published in any way or as the part of any publication.

I hereby give my permission to participate in the Programs offered by DCTR as a Participant, Volunteer, or Staff and, in consideration, agree individually and as applicable, on behalf of my child or ward, to the terms of the above agreement and release of liability.

Date: _____

Signature of Participant, Volunteer or Staff

Signature of Parent or Guardian of Participant, Volunteer or Staff if under the age of 18