



PARTICIPATION AGREEMENT AND ACKNOWLEDGEMENT OF RISKS

THIS IS A LEGALLY BINDING CONTRACT. THIS DOCUMENT PROVIDES THE TERMS AND CONDITIONS UNDER WHICH YOU WILL BE GRANTED PERMISSION TO PARTICIPATE IN CERTAIN EVENTS. PLEASE READ CAREFULLY.

Agreement: I desire to participate in one or more equine events at the Virginia Horse Festival (VHF), which is owned and/or operated by Commonwealth Fairs & Events, Inc. I understand that my participation in the Events is conditioned upon my agreement to the terms and conditions set forth herein, and I further understand that my agreement to these terms (along with any entrance fee charged for my participation in the Events) is intended to act as legal consideration for my participation in the Events. I further understand that my execution of this Participation Agreement and Acknowledgement of Risks (“Agreement”) is voluntary, and if I choose not to execute this Agreement, I will not be allowed to participate in the Events.

Definitions: All events occurring during the VHF are covered by this Agreement.

Acknowledgment of Risks: I am aware and acknowledge that participation in these Events poses potential serious risks of injury or death to participants, and I am aware of the inherent dangers of equine sports and/or activities involving livestock. These risks include, but are not limited to: risks involved in riding (such as falling or being thrown from a horse) or dealing in close proximity with large animals (such as colliding with an animal or being trampled, stepped on or bitten); risks of failure or misuse of equipment such as saddles, riding gear, fences, jumps, trailers, and other items; risks associated with the facilities and property upon which the Events are held, such as uneven land, debris, holes, mud, weather conditions, and/or improperly designed, maintained or repaired fences, gates, jumps, etc.; and the risk that another participant might act in a negligent manner that may contribute to cause an injury to me. I understand that this list is illustrative, not exhaustive, and that various other risks are inherent in the Events in which I am going to be engaged. I understand that I may be injured or die as a result of my own negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the Events in which I am going to be engaged. **Accordingly, I knowingly and freely assume all risks, including but not limited to the risk of bodily injury, death or property damage, both known and unknown, associated with my participation in the Events and my use of facilities and equipment owned, operated, maintained or provided by the VHF. I assume full responsibility for my participation in the Events and my use of such facilities and equipment.**

Compliance with Rules: I agree to comply with all rules, requirements, and regulations of the VHF as well as all requests and instructions of all VHF personnel. I agree to use reasonable judgment while participating in the Events to ensure my own safety and the safety of those around me, and I agree not to participate in any Events while under the influence of drugs or alcohol.

Release: I, for myself, my spouse, my heirs, assigns, personal representatives and next of kin, do hereby forever discharge, release, indemnify and hold harmless the VHF and all of its affiliates, subsidiaries, sponsors, contractors, licensees, employees, agents and representatives, from any and all claims, demands, damages, losses, actions, suits and/or proceedings, whether sounding in tort or contract, whatever kind or nature, whether present, future, known or unknown, foreseen or unforeseen (including, but not limited to, claims for personal injury, death, disability, and property damage), relating to, arising out of or regarding or as a result of my participation in the Events, or in any activity sponsored by the VHF, regardless of whether the act or omission complained of was caused in whole or in part by my own acts or omissions, the acts or omissions of any third parties, and/or by the acts or omissions of the VHF, or its agents, to the fullest extent permitted by law. I further release the VHF from any claim whatsoever on account of medical treatment or service rendered me during my participation in the Events and/or my use of the VHF facilities and/or equipment.

Right to Use Image: I grant the VHF permission to use my photographs, video images and/or quotes in any VHF publicity pieces. Publicity pieces include (but are not limited to) news releases, videos, publications, displays, newsletters, brochures, and internet use. All proprietary rights to the aforementioned media belong exclusively to the VHF.

Duration: This Agreement shall expire upon the completion of my participation in the Events. However, the acknowledgement of risks and release provisions in this Agreement shall remain valid and enforceable for a period of five years after the completion of my participation in the Events.

Governing Law and Venue: I further agree that any litigation arising out of my participation in the Events shall be decided under the laws of the Commonwealth of Virginia, and such litigation shall be brought in the Circuit Court for Caroline County, Virginia.

Voluntary Execution and Severability: I have carefully read this Agreement, fully understand its terms and conditions, understand that the terms and conditions are contractual and not a mere recital, that my execution of this Agreement is consideration for and a prerequisite to my participation in the Events, that I have given up substantial rights by signing it, and I sign this Agreement freely and voluntarily as my own free act without inducement. In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability, shall not affect any other provisions of this agreement, and this agreement shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

ADULT PARTICIPANT INFORMATION

PARTICIPANT'S NAME (please print) _____
Date of Birth (MM-DD-YYYY)

ADDRESS - Street Address/Mailing Address (please print) City, State Zip Code

EMERGENCY CONTACT Name (please print) _____
Relation _____
Phone Number

EMAIL ADDRESS: _____

X _____
SIGNATURE _____
Date (MM-DD-YYYY) _____
Phone Number

MINOR PARTICIPANT (UNDER 18) INFORMATION

***Requires signature of Parent or Legal Guardian below**

I, as parent/guardian with legal responsibility for this participant, a minor, and on the minor's behalf and on my behalf and on behalf of all other parents or guardians of the minor, I hereby accept the above assumption of risk, release, and waiver of liability as an inducement for allowing my child, or this minor, to participate in the Events and use of the VHF facilities and equipment, and do hereby consent and agree to the release and agreement, for myself, my minor child/ward, my heirs, assigns, and next of kin, I hereby release and agree to indemnify and hold harmless the VHF from any and all liabilities incident to my minor child/ward's involvement or participation in any Events and any use of the VHF equipment or facilities as provided above to the fullest extent permitted by law. I have discussed the inherent dangers of participating in the Events with my child and fully understand the risks involved.

MINOR PARTICIPANT'S NAME (please print) _____
Date of Birth (MM-DD-YYYY)

ADDRESS - Street Address/Mailing Address (please print) City, State Zip Code

EMERGENCY CONTACT Name (please print) _____
Relation _____
Phone Number

EMAIL ADDRESS: _____

X _____
PARENT/GUARDIAN'S SIGNATURE _____
Date (MM-DD-YYYY) _____
Phone Number