



# Stonelea Farm

Lucia diBenedetto  
(703) 327-8803

## Release, Waiver & Indemnity Agreement

The undersigned (hereinafter referred to as "rider"), being of legal age or signing in conjunction with a parent if not of legal age, desires to ride and/or handle horses owned and/or controlled by Lucia DiBenedetto or Stonelea Farm, or to use facilities of same. Rider, being fully aware of the risk of injury and hazards inherent in the riding and handling of horses, hereby elects to voluntarily participate in said activities and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

Therefore, in consideration of being permitted to ride and/or handle horses of and/or to use facilities controlled by Lucia DiBenedetto for equine activities, Rider knowingly and expressly waives Rider's right to sue Lucia DiBenedetto, her employees, heirs and assigns, for injury, death, loss or damage caused to Rider or Rider's property, and Rider agrees to assume all risks inherent in riding or otherwise coming in contact with horses, including, without limitation, the risks of injury, death, loss or damage to Rider or to Rider's property.

Rider acknowledges that Rider has read posted Notice of the "Intrinsic dangers of equine activities," describing those dangers or conditions that are an integral part of equine activities, including, but not limited to (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. Rider expressly agrees to assume all such risks and waives all rights to sue for injuries caused by such risks. This agreement shall be construed to comply with all terms of the Virginia Equine Liability Act, VA Code ANN.3.1-706.130 eq seq. (Chapter 27.5, Code of VA (1950).

This release covers and is intended to cover all injuries, fatal and nonfatal, and illnesses of every name, type, or kind, or nature as well as personal or other property damage, if any, that may or might be sustained or suffered from any cause whatsoever connected with incidents occurring during one or more riding sessions supervised by Lucia DiBenedetto or her employees.

The undersigned further agrees that he/she will indemnify and will hold harmless said riding supervisor(s) from any and all costs, charges, claims, demands and liabilities of any kind arising either from the improper or negligent use by the undersigned of any

horse, pony, mule, bridle, saddle, grooming tool, longeing equipment, and/or other animal or tool or from the willful or negligent acts of the undersigned.

If Rider is a minor or otherwise under a legal disability, the Agreement shall be signed by Rider's parent or legal guardian; by signing the parent or legal guardian agrees; (I) to waive the parent's, guardian's and Rider's rights to sue the parties named in the preceding paragraph; (II) to assume, on behalf of the parent, guardian, and Rider, the risks set forth in the preceding paragraphs, in addition to all other risks of riding or otherwise coming into contact with horses; and (III) to indemnify and hold harmless Lucia DiBenedetto, her employees, agents, successors, heirs and assigns, from any and all costs of defending such claims, including but not limited to attorney's fees.

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors from liability under the Virginia Equine Liability Act, and this 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 the Agreement shall be declared unenforceable, such a declaration shall not affect the remaining terms of this document, which shall survive intact.

**CAUTION: READ BEFORE SIGNING**

\_\_\_\_\_  
Rider

\_\_\_\_\_  
Guardian (if under 18 or legal disability)

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Guardian's printed name

\_\_\_\_\_  
Date

Rider contact information (Please list telephone numbers, mailing address, and email address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rider Emergency Contact (name, telephone numbers)

\_\_\_\_\_

NOTE: Due to the unpredictability of young and/or untrained horses, Lucia DiBenedetto requires that parents have their children wear riding helmets when entering their paddocks and/or working with them. Further, parents MUST be in the same enclosure as their child while working with the above-mentioned animals.