



# *Ballyshannon*

Equestrian Center, LLC

## 2021 PERMISSION TO HORSEBACK RIDE/STATEMENT OF RIDER

Landowner agrees to permit Horseback Rider (also referred to herein as “Rider” or “Participant”) the right to horseback ride (as referred to herein as “riding” or “equine activity”) on Landowner’s land or premises, and for the consideration thereof, Rider agrees to conduct horseback riding/equine activities on Landowner’s land or premises under the following terms and conditions:

### **DEFINITIONS:**

“Landowner” also referred to as “Owner”, means Ballyshannon Equestrian Center, LLC; Maura A. Britt; Joel W. Britt; or other similar person/company in control of land or premises and/or the legal title holder. “Landowner” may be used whether for plural or singular and for the applicable gender as the situation may require.

“Land”, “Premises”, or “Property” means the real property including natural growth, trees, and fields owned or controlled by Landowner and real property set forth by Landowner to be the area designated for horseback riding. Fixtures, buildings and structures located thereon also are a part of real property for liability purposes, but use by Rider is strictly prohibited, unless said use is granted in writing by Landowner or otherwise stated herein.

“Rider” also referred to herein as “Horseback Rider” or “Participant”, is defined as the person or persons using the land or premises of Landowner solely for horseback riding purposes. Rider is prohibited from conducting or participating in any other activity on the premises other than horseback riding.

### **DAMAGE TO PREMISES:**

I agree to pay for or reimburse Landowner for any and all damages to premises caused by my actions, inactions or conduct arising from my use of the premises.

### **ASSUMPTION OF THE RISK, DISCLAIMER, LEGAL STATUS STATEMENT, & RIDER ASSURANCES:**

I agree that the only purpose for which I will be on the property is for the purpose of horseback riding. I am riding on premises with full knowledge that horseback riding/equine activities can be a dangerous and/or a hazardous activity. I understand that the premises has rough and rugged terrain and further may hold hazards that may cause personal injury or death to me or to others whose care I may be responsible. These hazards may include, but are not limited to, holes, ditches, stumps, rotting/dead trees, roots, debris, rubbish, wells, farm implements, cables, fences, wires, buried hazards, etc. I understand that it is my

duty to inspect the premises before commencing equine activities, and that Landowner has no duty to warn me of potential hazards and risks. I understand that use of Landowner's equipment, personal property, fixtures, buildings and structures located on the premises is strictly prohibited, unless said use is granted in writing by Landowner or otherwise stated herein. If Landowner does grant use of equipment, personal property, fixtures, buildings and structures located on the premises, then same may be used by me at my own risk, as Landowner does not warrant the condition or soundness of structure, building, etc. I fully understand all hazards and the associated risks, and I assume all risks associated with my equine activities on said premises. I hereby release the Landowner from any and all liability as allowed by the general laws of the Commonwealth of Virginia, including but not limited to Virginia Code §3.1-796.130 et seq (Equine Activity Liability Act).

I certify that I have no physical, mental or medical conditions, including but not limited to heart conditions, seizures, fainting, etc., that may prevent me from safely participating in equine activities on premises or that put anyone at risk that may be present on the premises. I further certify that I will conduct all equine activities in a safe and prudent manner, including but not limited to the installation and use of "jumps" or obstacles; handling of horses and other equine related equipment; driving a motor vehicle or pulling a trailer on premises, etc. I understand that consumption of alcohol before or during equine activities is strictly prohibited.

I shall be wholly responsible for the direct, incidental, and/or consequential damages resulting from my conduct on the premises and/or from any false statement or misleading statement acknowledged or made herein by me. If any person or parties who have suffered injury and/or damage as a result of my statements and/or conduct should institute legal action, I shall defend, indemnify and hold harmless the Landowner, including but not limited to reimbursing or paying of Landowner's court costs and attorney's fees related to any and all such claims.

I understand that Landowner has no duty and will not cover me under any of Landowner's insurance policies and I am fully responsible for providing myself with adequate insurance to cover all risks, including but not limited to health insurance, loss of personal property, liability (car/personal/accidental), delays, cancellation, etc.

The above statements shall be binding upon the heirs, personal representatives, successors, and assigns of the undersigned Rider/Participant. Any provision contained herein that is prohibited by, or unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this document.

I understand that when participating in any activity at Ballyshannon Equestrian Center or activities related to Ballyshannon Equestrian Center, the

**Rider/Participant may be photographed for print, video, or electronic imaging. I understand that the images may be used in promotional materials, news releases, and other published formats for Ballyshannon Equestrian Center. I acknowledge that the images will be the sole property of Ballyshannon Equestrian Center.**

**(NOTE TO RIDER: YOUR LEGAL RIGHTS MAY BE AFFECTED BY SIGNING THIS STATEMENT. CONSULT LEGAL COUNSEL TO EXPLAIN YOUR RIGHTS IF NECESSARY)**

**2021**

**Date:** \_\_\_\_\_

Service Unit/District: \_\_\_\_\_ Troop/Pack: \_\_\_\_\_

Rider/Participant name (Please Print): \_\_\_\_\_

Rider/Participant Address: \_\_\_\_\_

\_\_\_\_\_

Rider/Participant Telephone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Rider/Participant Signature: \_\_\_\_\_

If Rider/Participant is a minor, then signature of Rider's/Participant's parent, custodian or legal guardian (Please Print and Sign):

\_\_\_\_\_

PERMISSION TO RIDE is granted for the following dates:

Arrival: \_\_\_\_\_

Departure: \_\_\_\_\_

Landowner Signature:

By: \_\_\_\_\_

Authorized Member of Ballyshannon Equestrian Center, LLC