

FRYING PAN FARM PARK EQUESTRIAN CENTER

GENERAL LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

- ✓ I hereby affirm that I have been advised and thoroughly informed of the inherent hazards of participating in equine activities.

- ✓ I understand and agree that neither the Frying Pan Farm Park Equestrian Center, Fairfax County Park Authority nor Fairfax County, their officers, directors, employees, volunteers, agents or assigns may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in equine activities or as the result of negligence of any party, including the released parties, whether active or passive.

- ✓ I understand it is my responsibility to inspect the facilities for suitability and safety and, if I believe it to be unsafe, I will immediately advise the equine activity sponsor of such conditions and refuse to participate.

- ✓ I further state that my participation constitutes a declaration that I have inspected the facility and have found it fully suitable and safe for equine activities.

- ✓ I certify that I am in good health and have no medical limitations that would preclude safe participation in equine activities.

- ✓ I agree that I shall wear a properly fitted and secured protective headgear and hard-soled, heeled footwear at all time while riding or otherwise in contact with horses, ponies, mules, donkeys or hinnies.

- ✓ I certify that I am fully qualified to participate in the equine activity or am under the direct supervision of a trainer.

- ✓ I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

- ✓ I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

IT IS THE INTENTION OF ANY AND ALL EQUESTRIAN ACTIVITY PARTICIPANTS, EQUESTRIAN CENTER RENTAL LICENSEES AND RENTAL LICENSEES EVENT PARTICIPANTS BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE FRYING PAN FARM PARK EQUESTRIAN CENTER, FAIRFAX COUNTY PARK AUTHORITY AND FAIRFAX COUNTY, AND ALL OTHER RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.