

FACILITY USE AGREEMENT-SHOW OR CLINIC

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between Laura Martlock, hereinafter referred to as "Farm," and _____, hereinafter referred to as "User."

WHEREAS, Farm is the Owner of a certain stable located in Swoope Virginia, known as Wildwood Farm

IT IS NOW, THEREFORE, AGREED between Farm and User that User shall be entitled to the use of designated facilities at Wildwood Farm for the following dates: JUNE 17, 2017 for the sum of \$ 65.00.

Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

User expressly releases Farm from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Farm or its representatives, agents or employees.

Warning

Under Virginia Law, an equine activity sponsor or an equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity resulting from the inherent risks of equine activities pursuant to Va. Code Ann. §3.1-796.132.

USER FURTHER AGREES TO HOLD FARM HARMLESS AND DEFEND IT FROM ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, ORDERS, OR LIABILITY WHATSOEVER ARISING AS A PROXIMATE RESULT OF ANY ACTIVITY OF USER, USERS AGENTS, EMPLOYEES AND REPRESENTATIVES ON PREMISES OF FARM.

Farm reserves the right to refuse access or use of any horse upon the premises that does not appear to Farm to be in good health, or is deemed dangerous or undesirable.

USER

Farm, or Farm's representative

By
