



WAIVER

Name: _____

In consideration of any and all activities at 15360 James Madison Parkway, King George, Virginia, I agree as follows:

1. Inherent Risks - I acknowledge that the following describes some, but not all of the risks that I might encounter while at foreshad address while participating in a variety of activities. I acknowledge that foreshad address is a rustic, country style farm that is the permanent resident of Steve and Paige Rosado. I understand that properties with activities like horseback riding, horse interactions, shooting guns, archery, hiking in the wilderness, fishing, swimming or creek walking, and numerous other pastimes entail known, unknown and unanticipated risks that could result in physical or emotional injury, DEATH, or damage to myself, to property or to third parties. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities. []

I specifically acknowledge that horseback riding, being near horses, and interacting with horses or other farm animals are HAZARDOUS ACTIVITIES, and there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. I acknowledge being advised that horseback riding and interacting with horses ranks highly among the activities in which participants have experienced severe injuries that result in a hospital stay. These injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities, including the possibility of DEATH. I also understand and acknowledge that failing to use, or proper use safety equipment, such as protective headgear, increases my risk of injury or of not surviving an accident or incident while horseback riding. I understand and acknowledge that if a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger. I understand that riders should not carry loose items while riding (toys, purses, hats not fastened securely) that may fall, blow away, flap in the wind or make noises that could frighten the horse. Riders should not yell or scream or make other noises that could scare the horse. I understand and acknowledge that saddle girths (saddle fasteners around the horses belly) may come loose and cause saddle slipping. I also understand that there may be other unforeseen mishaps with tack, such as a rein/bridle breaking or coming loose, that can cause an accident, injury, or DEATH. I understand and acknowledge that, upon mounting a horse and taking up the reins the RIDER is in primary control of the horse; as such, my safety as the rider depends upon me, and upon my ability to remain balanced aboard the moving animal. I also understand and acknowledge that Steve or Paige Rosado is NOT responsible for acts, occurrences or elements of nature (for example, thunder, lightning, rain, wind, wild and domestic animals, insects or reptiles that may run, fly near, bite and/or sting a horse or person and/or irregular footing that can scare a horse, cause it to fall or cause it to react in some other unsafe way. I agree and acknowledge that the term HORSEBACK RIDING OR RIDING herein refers to riding, handling or approaching horses, whether from the ground or while mounted on the animal. The term RIDER shall herein refer to a person who rides a horse mounted or otherwise handles, grooms or comes near a horse from the ground. []

I acknowledge that I may choose to participate in other activities/pastimes while at the afore mentioned address, each of which will have its own known, unknown and unanticipated risks that could result in physical or emotional injury, DEATH, or damage to myself, to property, or to third parties. A few examples of such activities include being near horses or cattle, handling livestock or poultry, hiking, wagon rides, woodworking, campfires, horseshoe games, archery, motorized off-road vehicles, swimming or creek walking, etc., each of which has elements of risk. []

I acknowledge that the address mentioned above is in a remote, wilderness location with many potentially hazardous conditions. Participants may experience extreme environmental and/or weather conditions, such as lightning, hail, heavy rain, snow, strong wind and thick fog. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, windburn, dehydration, heat exhaustion, heat stroke, heat cramps, frost bite or fatigue, some or all of which may diminish my or the other participants ability to react or respond. I understand that horses, cattle, and other animals can be very unpredictable which may result in serious injury or DEATH. Animals have been known to step on, fall on, kick, bite or chase people, which may result in serious injury or DEATH. Participants may encounter dangerous wildlife, such as wolves, coyotes, foxes, possibly bears, reptiles (such as snakes) and biting insects which may result in serious injury or DEATH. I understand that the areas in which I might hike sometimes hide dangerous obstacles such as deep water in creeks or ponds which are a drowning hazard, barbed wire fences, holes in the ground, tree wells, tree stumps, rocks and boulders, forest dead fall, poison ivy, poison oak and/or other dangerous vegetation, etc. I also acknowledge I may encounter substances or tools necessary to control unwanted vegetation, animals or insects. []

I specifically acknowledge that, in the event I choose to consume alcohol during my visit to the afore mentioned address, I will bear complete responsibility for myself and for any damages or injury to others, including the property and animals owned or leased by Steve or Paige Rosado, Liberty Acres, or Valor Ranch. []

2. Express Assumption of Risk - As lawful consideration for being allowed access to afore mentioned address, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume ANY AND ALL RISK OF INJURY OR DEATH arising from any activities that I participate in. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. []

3. Personal Skill & Insurance - I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities I/we choose to participate in. I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves. []

4. Release as Contract and Personal Capacity - On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this agreement are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract. []

I hereby specifically and freely waive any and all rights I/we may have under Virginia Civil Code §8.01-35.1; and 8.01-424, which states: A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

5. Attorneys Fees - Should Steve or Paige Rosado, Liberty Acres, or Valor Ranch be required to incur attorney's fees or other legal costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold harmless for all such fees and costs. Such attorneys' fees and legal costs shall include post-judgment attorneys' fees and costs incurred on appeal or in collection of any judgment. []

6. Miscellaneous - This agreement shall be governed in all respects by the laws of the State of Virginia as they apply to agreements entered into and to be performed entirely within Virginia between Virginia residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Steve or Paige Rosado, Liberty Acres, or Valor Ranch must be resolved by a court located in King George County, Virginia. You agree to submit to the personal jurisdiction of the courts located within King George County, Virginia for the purpose of litigating all such claims or disputes. []

By signing this document, I acknowledge for myself and any of the children that I am responsible for, that if anyone is hurt or property is damaged during my participation in any activity or in any way connected to my visit at the ranch, **I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against Steve or Paige Rosado, Liberty Acres, or Valor Ranch on the basis of any claim from which I/we have released them herein.**

1. S/ _____
Signature of Adult Participant (age 18 and over) Print Name of Adult Participant

Date: _____

Spouse:

2. S/ _____
Signature of Adult Participant (age 18 and over) Print Name of Adult Participant

Date: _____

Helmet Refusal: I refuse to wear any type of protective helmet and assume full responsibility.

S#1/ _____
Signature of Adult Participant (age 18 and over) Print Name of Adult Participant

Date: _____

S#2/ _____
Signature of Adult Participant (age 18 and over) Print Name of Adult Participant

Date: _____

This section must be completed if a participant is a Minor (under the age of 18): I certify that I am a Parent, Guardian, or Temporary Guardian with legal responsibility for this minor participant. I am age 18 or over. I consent and agree not only to his/her waiver and release of Steve or Paige Rosado, Liberty Acres, or Valor Ranch, but also to release and indemnify Steve or Paige Rosado, Liberty Acres, or Valor Ranch from any and all liabilities incident to his/her participation on behalf of myself, my heirs, assigns, and next of kin.

Name of Minor Participant: _____ Age: _____

S/ _____
Signature of Parent/Guardian Print Name of Parent or Legal Guardian

Date: _____

APPENDIX A

It is your obligation to read these rules and explain them to your family, children, and guest(s).

General Rules

1. Smoking is prohibited except in designated areas. Smoking is absolutely prohibited in the barns, riding arenas, common area, shooting range, and buildings. Fireworks are strictly prohibited.
2. No running through any areas of the ranch property.
3. Stay away from dangerous wildlife, such as snakes and other wildlife.
4. Stay hydrated and be conscious of your own physical exertion and ability to participate in activities.
5. Please respect the property by placing trash in designated receptacles only.
6. No running or yelling around the horses, you may scare them. This includes while in direct contact with the horse as well as areas near the horses.
7. Do not enter any stalls, paddocks, or arenas without the accompaniment of a qualified adult.
8. Many horses are not accustomed to strangers and/or children. For your protection, do not pet horses unless you are authorized to do so.
9. When approaching a horse, speak softly. A startled horse may react in an unsafe manner.
10. Never tease or abuse an animal.
11. Do not feed the horses unless supervised by a qualified adult. Fingers look a lot like carrots!
12. There are other animals, besides horses, on the farm such as donkeys, turkeys, chickens, & cats. Petting any of these animals is at the individual's risk.
13. Climbing or playing in or on hay bales, fences, or any gate is prohibited.
14. Please secure all gates and doors behind you.