

**FULL CIRCLE FARM, L.L.C., PARTICIPANT AGREEMENT:  
EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF  
RIGHT TO SUE, AND ASSUMPTION OF ALL RISKS**

This four-page *Equine Activity Liability Release, Waiver of Right to Sue, and Assumption of All Risks* ("Agreement") is hereby given by the undersigned (i) to Full Circle Farm, L.L.C., equine activity sponsor and/or equine activity professional (in each case the "Sponsor"), (ii) to the Sponsor as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted ("Owner"), (iii) to Nicole Paez-Junkins, Brian Junkins, Adolfo Paez, and Penelope Paez, as landowners and as persons who individually or in any combination provide land and facilities for equine activities ("Sponsor"), (iv) to the Schulthesis family of Potomac Falls, VA, Lisa Reinstein of Potomac Falls, as owner of equines maintained by the Sponsor and used for equine activities within the scope of this Agreement, and (v) to each partner, officer, agent, employee, director, shareholder, subscriber, member, relative, heir, volunteer, personal representative, successor, and assign of the Sponsor and of each and any landowner (who also shall be included within the words "Sponsor" or "Owner" as their relationships may determine) and provides as follows:

In consideration of opportunities provided by the Sponsor and each Owner to the undersigned ("Participant," including any minor on whose behalf the undersigned ratifies this Agreement) to engage in equine activities, the Participant, including any minor Participant for whom he/she signs this Agreement, hereby agrees as follows:

1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia Section 3.1-796.130, *et seq.*), as it now provides or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated into this Agreement by reference. This agreement shall be so construed as to provide to the Sponsor and each Owner the fullest protection of a release, waiver of right to sue, and assumption of all risks that is afforded by the Act, by other applicable statutes of the Commonwealth of Virginia, and by law in general.
2. The Participant hereby acknowledges that he/she has full and complete notice and understanding of the Act and of all the risks inherent in equine activities that may cause, contribute to, or result in death or personal injury to the Participant or damage to the Participant's property (the "Risks"). These risks include, but are not limited to, the (i) propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) unpredictability of an equine's reaction to such things as sounds, sudden movements, and unfamiliar persons, objects, or other animals; (iii) possibility of being bumped, struck, or crushed by an equine; (iv) possibility of being struck by another rider or harmed by a thrown or fallen rider; (v) collisions with other animals, structures, or objects; (vi) potential for a Participant (whether the undersigned or another individual) to act in a negligent manner that contributes to injury/harm to the Participant or others, such as failing to maintain control over an equine or not conducting activities within the Participant's scope of personal ability; (vii) propensity of an equine to move or behave in dangerous ways or to trip, become imbalanced, and/or fall; (viii) inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, fright, weather conditions, sound, movement, objects, vehicles, persons, animals, reptiles, birds, or insects, as well as the effects of such reactions or environments; (ix) hazards of surface or subsurface conditions, including, but not limited to, objects or conditions upon or protruding from the surface, both latent and patent; (x) hazards, whether foreseeable or unforeseeable, from the presence of rocks, cliffs, hills, trees, tree roots, stumps, burrows, logs, bridges, ditches, bodies of water, streams, debris, and so forth, during any kind of equine activity; (xi) hazards, whether foreseeable

or unforeseeable, stemming from presence of fixed structural objects and moveable equipment/supplies at equine facilities, including, but not limited to, pasture and paddock fences/gates, sheds/barns, enclosed/gated stalls, haylofts, hay bales, storage and maintenance areas, equine jumps/fences, equine watering equipment, tractor and other grounds-keeping equipment, equine trailers and towing vehicles; (xii) dangers and risks of entanglement, slippage, and/or breakage of tack (products/equipment for training, restraining, riding, and/or moving equines) for whatever reasons; (xiii) risks of falling from or otherwise becoming unstable upon or in proximity to an equine or trailer or vehicle used in an equine activity, for any reason whatsoever or for no identifiable reason; (xiv) hazards stemming from any negligent act or omission by the Sponsor or any Owner that causes or results in the death or personal injury of the Participant or damage/loss to the Participant's property; (xv) risks and hazards associated with horseback riding in general and with handling, tacking, caring for, moving, and/or transporting equines, including any associated activities.

3. The Participant hereby RELEASES and WAIVES all rights that he/she may have or hereafter have against the Sponsor and each Owner for death, injury, loss, or damage that in any manner results from the intrinsic dangers of equine activities and/or associated with the risks specified in Paragraph 2 of this Agreement; the Participant does hereby WAIVE his/her right to sue or to bring any action against the Sponsor or each Owner in connection therewith; the Participant agrees to INDEMNIFY and DEFEND the Sponsor and each Owner from and to HOLD the Sponsor and each Owner HARMLESS against such suit or action, including reimbursement of legal fees associated with the defense of any claim; and Participant hereby expressly ASSUMES ALL RISKS AND DANGERS of death, injury, loss or damage that are in any way resulting from the intrinsic dangers of equine activity and/or associated with the risks specified in Paragraph 2, above, including an act or omission that constitutes negligence for the safety of the Participant by the Sponsor, any Owner, or any other person.

4. The Participant hereby authorizes and consents that Sponsor may obtain any medical treatment and care on Participant's behalf that may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of equine activity enabled by the Sponsor, and the Participant agrees to be responsible for any monetary payments or billings stemming from such treatment and care.

5. The Participant hereby agrees and consents that, in the event he/she brings personal-use tack or other personal property (including vehicles, trailers, and other any other equipment), whether for a specific day's use or for periodic storage at the Sponsor's facility, the Participant assumes any and all risk(s) of doing so and waives any and all claims for loss, damage, theft, and/or destruction of said property items.

6. This Agreement shall remain valid and in full force and effect from and after the date adjacent to Participant's signature until expressly revoked by the Participant in a written notice personally delivered to the Sponsor.

7. To the extent possible, this Agreement shall be construed in such a manner as will render it, and each provision of it, fully enforceable; but, if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted, with said deletion(s) initialed by the Participant and the Sponsor's agent, and the remainder of this Agreement shall continue in full force and effect.

8. If this Agreement is executed by the undersigned for and on behalf of a minor Participant named below, the undersigned hereby warrants and represents that he/she is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor Participant, his/her heirs, personal representatives, successors, and assigns; and, that

the undersigned further agrees that this Agreement is fully binding on the undersigned as if it were entered into solely on his/her behalf.

9. This Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the Participant and the undersigned.

10. The Participant agrees that the provisions of this Agreement apply to the Participant's equine activities at or in proximity to the Sponsor's principal facility, Full Circle Farm L.L.C., 34243 Lexington Farm Lane, Bluemont, VA 20135, or at any off-site location, including facilities or places in other counties or states, where the Participant has travelled to engage in equine or associated activities. As appropriate, provisions of this Agreement are applicable to transportation of the Participant and his/her property (including equines and vehicles/trailers) to and from such off-site facilities or places.

I HAVE COMPLETELY READ AND FULLY UNDERSTAND THE FOREGOING *EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE, AND ASSUMPTION OF RISKS*. AS REQUIRED, I HAVE CONSULTED WITH AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL, ANY OWNER OR THE EQUINE ACTIVITY SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

Given the risks and hazards inherent to equine activities, the Participant and undersigned, as well as any and all of his/her personal guests, agree to abide by the **Barn Rules for Full Circle Farm**, which are appended to this Agreement and posted within the barn.

Participant's Printed Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ON BEHALF OF MINOR (UNDER AGE 18):**

Minor's Printed Name: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Attached: **Barn Rules for Full Circle Farm**

# FULL CIRCLE FARM, L.L.C.

## RULES OF THE BARN

1. Before riding, each Participant, including a parent or guardian for minors, must sign the Agreement entitled *Equine activity liability Release, Waiver of Right to Sue, and Assumption of All Risks*.
2. Each rider must wear an ASTM/SEI-approved helmet, with fastened harness.
3. Each rider must wear boots with heels while mounted.
4. Smoking is forbidden within or near the barn.
5. Guests of Participants must obtain authorization before riding, and the “Agreement” (cited in Item 1, above) and these “Rules of the Barn” are applicable to any and all guests.
6. Running and unruly behavior within the barn is forbidden.
7. Participants may ride only when another nearby person knows they are doing so and will remain in proximity to the rider during the session.
8. Horses restrained on crossties cannot be left unattended.
9. Horses cannot be tied by bridle.
10. When leaving the barn, all lights must be switched off, all gates must be latched, and the feed-room and tack-room doors must be closed.