

T.L. Bain, LLLP
dba Tidewater Horse Trail
8265 Main Street
P.O. Box 225
Ivor, VA 23866

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of trail riding, I agree to the following Waiver and Release:

I acknowledge that trail riding has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;
2. The unpredictable of the animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or objects;
5. The potential of the 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 his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, stump holes, forest growth, debris, rocks and cliffs, holes, and other obstacles whether they are obvious or not obvious, man-made or natural;
6. Hiking in rugged country;
7. Encounters with wildlife, animals, and insects;
8. Temperature extremes;
9. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of horseback riding. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and that degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE LAND AND SERVICES OF T.L. BAIN, LLLP WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS T.L. Bain, LLLP, their partners, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses, (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of me engaging in these

