

REPRESENTATION, ASSUPTION OF RISK AND RELEASE AGREEMENT

WITNESS THIS AGREEMENT this _____ day of _____, 20____ by and between Karen Kissler, hereinafter referred to as “Kissler Dressage”, and _____ hereinafter referred to as “Client.”

I, the Client, hereby certify that I fully understand that all equestrian activities are inherently dangerous to participants and others, and that there is a likelihood that I shall suffer injury, loss of use, or death as a result of participating in equine related activities. This understanding of risks includes, but is not limited to: (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii) hazards of or to predict an equine’s reaction to sounds, movement, objects persons or animals, and (iii) hazards of surface or subsurface conditions. I expressly agree to assume all of the above described risks and all other risks associated with riding, competing and participating in equestrian events and activities. I certify that I am over the age of eighteen (18) and that it is my responsibility to at all times abide by all rules and procedures, including dress code of Kissler Dressage, acknowledging that they are for my safety and the safety of others. In addition, Student hereby authorize Kissler Dressage to provide full care board, instruction/training to themselves and the horse(s) that they shall be using at any activities (i.e., lessons, competitions, equestrian events, educational activities, veterinary or hospital services, sales, or other events upon the request of the Client).

CLIENT THEREBY RELEASES, WAIVES AND DISCHARGES KISSLER DRESSAGE, ITS REPRESENTATIVES, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY OR OBLIGATION FOR ANY AND ALL LOSS, DAMAGE, CLAIMS ACTIONS, CAUSES OF ACTION OR DEMANDS, OR SUITS OF ANY KINDS, NATURE, CHARACTER AND DESCRIPTION WHATSOEVER (COLLECTIVELY THE “CLAIMS”), INCLUDING ATTORNEY’S FEES AND COSTS, THAT CLIENT MIGHT OTHERWISE HAVE OR ASSERT FOR ANY INJURY, DAMAGE, LOSS, OR OTHER MATTER ARISING OUT OF OR RELATED TO CLIENT’S RIDING, COMPETING, OR OTHERWISE PARTICIPATING IN EQUESTRIAN EVENTS AND WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH SOMETHING STABLE OF SAID CLIENT AND THEIR HORSE(S). ALL RISKS ARE ASSUMED BY THE CLIENT.

Client agrees to hold Kissler Dressage, the land manager, and facility contractor(s) harmless pursuant to the Virginia Equine Liability Act.

Client further agrees that this release and Waiver shall be construed as broadly and inclusively as permitted by the present laws of the Commonwealth of Virginia, and that if any portion hereof shall be held invalid or unenforceable, it is specifically agreed that the remaining portions of this agreement shall continue in full force.

Client hereby releases and discharges the above described entities and individuals, their heirs, successors, assigns, personal representatives and other representatives from and against any and all claims, demands, actions, or claims of any injury whatsoever, either in law or in equity arising out of or in any way pertaining to any injury, loss or death which may result from any accident occurring while Kissler Dressage is caring for, teaching or training the client and /or horse(s) as described above. In addition, client agrees to hold Kissler Dressage harmless from any claim caused by themselves or their horse(s) and agrees to pay legal fees incurred by Kissler Dressage in defense of a claim resulting from damage of them self or their horse(s).

This agreement shall bind the parties hereto, their successors, and assigns and shall remain in effect for so long as any of the foregoing activities occur.

The undersigned hereby declares that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted.

Client’s Full Name (Please Print)

Client’s Signature (Parent of Minor Must Sign)

Client’s Address, e-mail, and Telephone Number(s)
