

**MONTAIRE ICELANDIC HORSES, LLC – YOUTH CUP EVENT  
EQUINE ACTIVITY LIABILITY RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

The undersigned, as a Participant, on his/her own behalf and as the Parent/Legal Guardian of the minor Participant (collectively “**Participant**”), for good and valuable consideration, agrees to the following terms and conditions of this Montaire Icelandic Horses, LLC – Youth Cup Event Equine Activity Liability Release, Waiver, Hold Harmless, Defend and Indemnification Agreement (“**Release**”):

**1. Assumption of Risk and Waiver:** Participant understands and accepts that the Intrinsic Risks of engaging in Equine Activities, as well as merely being near a horse or pony (collectively “**equine**”), include, but are in no way limited to: (i) The propensity of equines to behave in ways that may result in illness, injury, death, damage, or other loss to persons (collectively “**Loss**”) on or around them (i.e. jump, run, kick, buck, bolt, spin, rear up, strike, bite, trip, etc.); (ii) the unpredictability of an equine’s reaction to such things as sounds (i.e. machinery, equipment, doors opening and closing, rain, ice/snow falling, wind, thunder, voices, animals, fireworks, guns, motors, etc.), sudden movement, and unfamiliar objects (i.e. poles, cones, flowers, flags, golf carts, mini-bikes, water, etc.), persons, or other animals (i.e. leashed or unleashed dogs, birds, deer, other equines, etc.); (iii) certain hazards such as surface and subsurface conditions (i.e. ground holes, uneven terrain, slippery, hard, or deep footing or flooring, other dangerous latent conditions, etc.); (iv) collisions with other animals or objects; (v) the potential of a participant acting in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the equine, or not acting within Participant’s ability; and (vi) the possibility that riding and training tack and equipment may contribute to or cause injury to Participant. (collectively “**Intrinsic Risks**”). Participant agrees that engaging in Equine Activities includes, but is in no way limited to, those defined in the Virginia Equine Activity Liability Statute (Va. Code §3.2-6202 (2022)), as well as petting, leading, feeding, watering, bathing, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines (collectively “**Equine Activities**”). Participant understands the Loss and property damage that may result from the accepted Intrinsic Risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the Intrinsic Risks listed in this Release are just a sampling and Participant is not relying on Released Parties to list all possible equine-related risks. Participant understands that Montaire Icelandic Horses, LLC (“**MIH**”) requires the wearing of an ASTM/SEI-certified equestrian helmet (“**Helmet**”) for anyone mounted on an equine. Participant is not relying on Released Parties to provide a Helmet, check a Helmet for proper fitting, or monitor the wearing of a Helmet at any time. Participant agrees to assume the Intrinsic Risks of engaging in Equine Activities, agrees to at all times to be responsible for Participant’s personal safety, remain financially responsible for Participant’s medical expenses, and waives Participant’s right to any claims arising from participation in or observation of any Equine Activities and/or the Youth Cup Event (“**the Event**”), whether on or off real property owned, leased or otherwise utilized by MIH or its Affiliates (as defined below); whether on or off an equine owned by Participant, MIH, or others; being near an equine; or, merely being in the vicinity of equines, regardless of whether Participant’s presence on such real property or participation in the Event is related to Equine Activities or the Event, or any other purpose. The following shall be included as Released Parties under this Release: Montaire Icelandic Horses, LLC, Montaire, LLC, Equitaire Holdings LLC, Wynhurst, LLC; and their respective members, managers, employees, independent contractors, agents, trustees, beneficiaries, heirs, successors and assigns collectively, (“**the Affiliates**”), FEIF, the owner of the real property located at 36727 Leith Ln, Middleburg, VA 20117 or any other real property where the Equine Activities are conducted and/or the Loss occurred (“**the Facility**”), the owner/lessor/lessee of the equine involved in the Participant’s Loss, Event staff, officials, organizers, judges, counselors, and each of their respective heirs, beneficiaries, relatives, agents, successors, assigns, instructors, trainers, employees, volunteers, independent contractors, working students, assistants, sponsors, guests, visitors, members, managers, officers, directors, owners, agents, related entities, and others acting on their behalf. (collectively “**Released Parties**”).

**2. Release/Hold Harmless/Defend/Indemnify/Release of Likeness:** Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any Loss incurred by Participant even if such Loss is caused in whole or in part by negligence or other fault of Released Parties (other than intentional acts). Participant agrees to indemnify and hold harmless Released Parties for any Loss incurred, or alleged to have been incurred, by another Participant(s) or third party(ies) if such Loss is caused in whole or in part by negligence, intentional acts or other fault of Participant. Participant consents to the minor’s presence at the Facility, consents to minor’s presence off the Facility with Released Parties for activities related to the Event, agrees to the terms provided in the MAAP waivers required for the Event, and agrees to remain responsible for the minor’s Loss and minor’s compliance with all Released Parties’ required rules and regulations. Participant further agrees to the use or assignment of use of photographs, videos, audios, cablecasts, broadcasts, Internet, file, news media, or other likenesses of Participant and the minor Participant for the promotion, coverage or benefit of the Event or the sport, without objection or compensation for use.

**3. Governing Law/Public Policy/Time and Loss Limitations/Attorneys’ Fees/Jury Waiver:** This Release shall be construed and enforced in accordance with Virginia law, including but not limited to, Va. Code §3.2-6202 (2022). All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the Loudoun County, Virginia Circuit Court, and Participant submits to this jurisdiction and venue for such purpose. Participant agrees that the waivers protecting Released Parties against liability due to negligence in this Release are not against public policy under Virginia law. Participant agrees that this Release does not expire and that any and all claims for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$250.00. Participant agrees to hold harmless and indemnify each of the Released Parties for its attorneys’ fees and costs incurred in enforcing the terms of this Release and/or in defending or prosecuting any claims involving, or in any way relating to, Participant. Participant agrees to waive trial by jury on any matters related to, arising out of, or connected with this Release.

**4. Severability/Modification:** If any provision of this Release shall be determined to be invalid or unenforceable to any extent, the remainder of this Release shall not be affected thereby and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and Antje Freygang.

**5. Participant Certification:** Before signing this Release, Participant acknowledges that he/she has read and fully understands all of the information contained therein. Participant acknowledges that he/she does not need any further explanation of its contents and waives any further explanation. Participant voluntarily agrees to its terms and provisions, understands and agrees that he/she has other facilities to choose from, and agrees that no other statement, representations or inducement, apart from what is stated in this Release, have been made to Participant to obtain Participant’s consent and signature.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Participant signing on my own behalf and if  
applicable on behalf of my minor child

Printed Name: \_\_\_\_\_ Phone/E-Mail: \_\_\_\_\_

Emergency Contact Name/Phone/Relationship: \_\_\_\_\_

Minor Participant’s Name and Date of Birth: \_\_\_\_\_