

# Red Gate Farm

## CAMP ENROLLMENT CONTRACT

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Red Gate Farm, LLC (hereinafter "Red Gate Farm") and the parent(s)/legal guardian of the minor child \_\_\_\_\_ (hereinafter referred to as "Rider").

### WITNESSETH:

The undersigned parent or legal guardian desires the Rider to receive training or instruction from the agents or employees of Red Gate Farm. In consideration of the mutual obligations expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Rider hereby enrolls in, and agrees to pay for, the following camp program(s) at Red Gate Farm:

Dates/Type: \_\_\_\_\_

2. The total fee for participating in the camp programs shall be \_\_\_\_\_ dollars and shall be due and payable in full to Red Gate Farm prior to the commencement of the first session of the camp in which Rider has enrolled. Rider shall not be permitted to participate in the camp unless the fee is paid in full. A \$100.00 non-refundable deposit is required at time of enrollment in order to hold Rider's place in the program selected.

3. In the event that Rider is not satisfied with the camp program, Rider's sole remedy shall be to withdraw from further participation in the camp. Camp fees are non-refundable, except in the event Rider does not participate in *any* session or part of the camp program and gives Red Gate Farm at least 24 hours notice of Rider's intent to cancel, in which case Red Gate Farm shall refund fees that have been paid subject to forfeiture of the \$100.00 deposit.

4. **IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS RED GATE FARM AND/OR RECEIVE INSTRUCTION OR ASSISTANCE FROM THE AGENTS OR EMPLOYEES OF RED GATE FARM, LLC, RIDER KNOWINGLY AND EXPRESSLY WAIVES RIDER'S RIGHTS TO SUE RED GATE FARM, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO RIDER OR TO RIDER'S PROPERTY, AND RIDER AGREES TO ASSUME ALL RISKS INHERENT IN RIDING OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO RIDER OR TO RIDER'S PROPERTY. RIDER ACKNOWLEDGES THAT RIDER HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY, AND RIDER EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO RIDER AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OR INVITEES OF RIDER, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. §3.1-796.132B, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA. CODE ANN. §§3.1-796.130 *et seq.* (Chapter 27.5, Code of Va. (1950)).**

5. IF RIDER IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS CONTRACT SHALL BE SIGNED BY RIDER'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES: (i) TO GUARANTEE THE PAYMENT AND PERFORMANCE OF ALL OF RIDER'S OBLIGATIONS HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF ALL SUMS OWED FOR CAMP TUITION OR OTHER SERVICES, INTEREST, COSTS AND ATTORNEYS' FEES; (ii) TO WAIVE THE PARENT'S, GUARDIAN'S, AND RIDER'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (iii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND RIDER, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; (iv) TO INDEMNIFY AND HOLD HARMLESS RED GATE FARM, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY RIDER (OR RIDER'S PERSONAL REPRESENTATIVE, WARDS OR INVITEES), AND FURTHER TO INDEMNIFY RED GATE FARM, LLC, ITS OFFICERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

6. It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Contract shall be governed and construed by the laws of the Commonwealth of Virginia, and that the release, waiver and indemnity provisions shall apply regardless of where any injury or loss may occur. In the event that any portion of this Contract shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

7. Rider agrees to conduct his/her self in a manner consistent with RED GATE FARM's rules and regulations (as provided herewith or as may be posted or distributed from time to time). Rider has specifically been advised to wear protective headgear and hard-soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.

8. RED GATE FARM reserves the right to, at any time and without notice, order from the premises any Rider or visitor who, in the opinion of the management, willfully creates or allows to be created any situation deemed to be illegal, unhealthy, or detrimental to any horse or rider, or who willfully endeavors to disrupt the tranquility or well-being of the establishment, or who conducts him/herself in a manner inconsistent with RED GATE FARM's rules or regulations.

9. Rider, or Rider's undersigned guardian, grants Red Gate Farm, its members, managers, employees, and agents the right to take, use, distribute and/or reproduce photographs, videotapes, and sound recordings of Rider participating in activities at or with Red Gate Farm, without compensation, for use in Red Gate Farm's marketing materials. Red Gate Farm agrees not to publish Rider's name in connection with any published image. Red Gate Farm shall retain all copyrights to its marketing materials.

10. In the event Rider sustains an injury while on the premises of Red Gate Farm, or while under the supervision of an agent or employee of Red Gate Farm, Red Gate Farm will attempt to contact the Emergency Contact designated below. The undersigned gives permission to Red Gate Farm to obtain emergency medical care for the Rider. The undersigned accepts responsibility for any costs resulting from the emergency medical care obtained.

**CAUTION: READ BEFORE SIGNING**

\_\_\_\_\_  
Signature of Parent(s) or Guardian(s)

Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Parent(s) or Guardian(s)

Printed Name: \_\_\_\_\_

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

FOR RED GATE FARM, LLC: By: \_\_\_\_\_