



41580 Sunday Morning Lane, Leesburg, VA 20176

**EQUESTRIAN RENTAL AGREEMENT / HOLD HARMLESS**

This Equestrian Rental Agreement (hereinafter "Agreement") is made and entered into this [redacted] day of [redacted], 2017 (valid through December 31, 2017) by and between Westmoreland Davis Memorial Foundation, Inc. (hereinafter "MORVEN PARK") and [redacted] (hereinafter "User"). (Participant Name)

**WHEREAS**, MORVEN PARK has agreed to confer to USER the non-exclusive possession and use of the facilities identified as (Location on property:) [redacted], subject to the terms of this Agreement, for the purpose of participating in one or more of the following activities: Dressage, Combined Training, Hunter/Jumper, Foxhunting, Organized Trail Rides, and/or Driving Events.

**THEREFORE BE IT AGREED:**

USER shall be entitled to use the above referenced facilities and participate in the aforementioned horse related activities for each day that a rental fee is paid. This Agreement shall remain valid and binding on USER for a period of one (1) year from the date of execution of this Agreement or until this Agreement is superseded by a new Equestrian Rental Agreement signed by USER, whichever is later.

The USER acknowledges the inherent risk involved in riding and working around horses, such risks include, but is not limited to (i) bodily injury from using, riding, or being in close proximity to horses, (ii) injury to both riders and horses in normal use or in competition and schooling, (iii) the propensity of a horse to behave in dangerous ways which may result in injury to persons, rider, trainer, groom or handler, (iv) the inability to predict a horse's reaction to sound, movements, objects, persons or animals, (v) hazards of surface or subsurface conditions and riding over unknown terrain where hazards may be hidden by vegetation or conditions, (vi) collisions with other animals or objects, and (vii) the potential of a participant (amateur or professional) or bystander acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the horse or not acting within the participant's ability.

The USER further acknowledges that riding, cross-country horseback riding, jumping and foxhunting (which include riding over fences, other obstacles, and steep and rough terrain) are intrinsicly dangerous activities. Despite the inherit dangers associated with riding and working around horses, the USER wishes to participate in the above referenced horse related activities.

The USER understands that a parent, legal guardian or other adult must accompany him/her if the USER is under the age of 16 years.

The USER agrees to read and abide by the Rules and Regulations of Morven Park. The USER acknowledges and understands that the Rules and Regulations are a deemed to be part of this Agreement.

In exchange for being permitted to participate in the above mentioned horse related activities, the USER, his/her heirs, guardians, and legal representatives, *releases, hold harmless, indemnifies and exonerates the Westmoreland Davis Memorial Foundation, Inc., its masters, officers, directors, members, employees, or guests or any landowners, landholders or the persons making Morven Park property available to the USER from any and all liability, loss, cost or expense including reasonable attorneys' fees rising out of any suit based on any accident or injury, (including death), of the USER and of the USER's property in or about Morven Park, whether or not caused by the negligence of anyone on Morven Park property arising out of the USER's participation in the above mentioned horse related activities.* The provisions within this document shall survive the expiration of this Agreement.

The USER's signature hereby indicates his/her agreement to wear a hard hat at all times while riding at Morven Park, to obey all rules set forth by MORVEN PARK in the Rules and Regulations, and allow Morven Park to use this information in mailings. This information will not be sold or shared. I further grant the Released Parties the right to photograph and/or videotape me and/or my child or ward and further to display, use and/or otherwise exploit my and/or my child or ward's name, face, likeness, voice, and appearance, in all media in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event results and standings, without compensation, reservation or limitation.

Signature: [redacted]

Address: [redacted]

(Parent or guardian must sign for those under 18 years of age)

Print Name: [redacted]

Telephone: [redacted]

e-Mail: [redacted]

Horse name on coggins: [redacted]

Payment: CASH VOUCHER CHECK# \_\_\_\_\_ N/A

New to Morven Park       Updated Information       Junior Rider