

WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Waiver of Liability and Indemnification Agreement by _____ (Releasor) with respect to the Virginia Fall Races, Inc., Glenwood Park and any shareholders, officers, directors, members, managers, employees, agents, volunteers, or contractors of the foregoing (collectively "Releasees").

In consideration of being granted access to the facilities I hereby, for myself, my heirs, assigns and legal representatives, waive my right to sue and release Releasees, and each of them, to the fullest extent allowed pursuant to Virginia law, from any and all liability for any injury, loss or claim arising from, connected with, or occurring on or about the facilities.

I understand the intrinsic risks to equine activities, including steeplechase racing, may include, but not be limited to, the presence of potentially dangerous animals, vehicles, equipment, objects, chemicals, and machinery. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I understand that I must exercise extreme diligence for potential dangers, including, but not limited to, moving vehicles and machinery, falling or shifting objects, and the presence and potential reaction of animals.

I assume all risk for injury arising from, connected with, or occurring on or about the facilities. Furthermore, I agree to indemnify, defend, and hold Releasees, and each of them, free and harmless from any and all costs, expenses and attorney's fees incurred in connection with any action, claim, or demand arising from, connected with, or occurring on or about the facilities used by Releasees, or any of them, related to my use thereof or any action of mine thereon, my negligence for another's safety which results in injury, or any other person's negligence for my safety which results in injury.

In the event the Releasor is a minor, the parent or guardian shall further indemnify, defend, and hold Releasees harmless from such claims by said minor child, regardless of any statute of limitations or contractual limitations of actions.

NOTICE: "Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including (i) the propensity of equines to behave in ways that 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, and 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.

Signature

Date

Printed Name and Address

Phone

Email