

**Iron Mountain Horse Camp  
Liability Release, Waiver and Indemnity Agreement**

**Clearly Print** Rider's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ state \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone(\_\_\_\_\_) \_\_\_\_\_ Cell(\_\_\_\_\_) \_\_\_\_\_  
Email address \_\_\_\_\_ I am 18 years of age or older \_\_\_\_\_  
\*\*\*If under 18, an Adult over 18 **must also sign** with the minor:  
minor \_\_\_\_\_ adult \_\_\_\_\_

The undersigned (hereinafter referred to as a "rider"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to participate in riding instruction, trail rides, clinics, shows, sales, demonstrations and or any activity controlled or sponsored by Iron Mountain Horse Camp, Danny & Sheila Odom and Candice Odom, their family, staff, sponsors, volunteers and all entities associated with these activities, at any location whatsoever, and being fully aware of the risk or injury and hazards inherent upon entering upon premises and/or to participate in the riding and handling of horses, hereby elects voluntarily to enter premises and/or to participate in said activities, and does willingly enter into this Liability Release, Waiver & Indemnity Agreement. This agreement further includes release of Iron Mountain Horse Camp, Danny and Sheila Odom, Candice Odom, their family, heirs, staff, sponsors and all entities associated with these activities at the Iron Mountain Horse Camp.

This agreement shall be legally binding upon me, the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state of Virginia, and the County of Grayson or it may be litigated in the jurisdiction of Iron Mountain Horse Camp's choice. The terms "Horse" herein shall refer to all equine species. The term "horseback riding" herein shall refer to all riding or otherwise handling of horses, ponies, wagons, or carts, whether from the ground, in a wagon or mounted, this includes trail riding and or demonstrations. The term "Rider" shall herein refer to a person who rides a horse mounted, in a wagon, or otherwise handles or comes near a horse from the ground. The terms "I", "Me", and "My" shall refer to the registered rider below and the parent or legal guardian thereof if a minor.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY ACTIVITIES CONTROLLED OR NEAR ANY ACTIVITIES SPONSORED BY "IRON MOUNTAIN HORSE CAMP" IN ANY LOCATION WHATSOEVER, TO RIDE THEIR HORSES OR PONIES IN ANY ACTIVITIES WHATSOEVER THE RIDER KNOWINGLY AND EXPRESSLY WAIVES RIDER'S RIGHTS TO SUE DANNY & SHEILA ODOM CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLUNTEERS, LOCATION, OWNERS OR AGENTS OF THEIR PROPERTY FOR ANY INJURY, DEATH, LOSS OR DAMAGE CAUSED TO RIDER OR TO RIDER'S PROPERTY, AND RIDER AGREES TO ASSUME ALL RISK INHERENT IN RIDING OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO RIDER OR RIDER'S PROPERTY AND ASSUMES FULL RESPONSIBILITY AND/OR LOSS, BOTH PHYSICALLY AND FINANICALLY FOR ANY DAMAGE TO OTHER PROPERTY, PERSONS OR OTHER ANIMALS, THIS INCLUDES THE PUBLIC AND GUEST THAT MAY BE IN ATTENDANCE, INCLUDING THEIR PROPERTY. RIDER ACKNOWLEDGES THAT RIDER HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN EQUINE ACTIVITIES, INCLUDING (I) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY TO A PARTICIPANT IN A EQUINE ACTIVITY; (II) THE INABILITY TO PREDICT AN EQUINE'S REACTION TO SOUND, MOVEMENTS, OBJECTS, PERSONS, OR ANIMALS, AND (III) HAZARDS OF SURFACE OR SUBSURFACE CONDITION; AND RIDER EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES OR DEATH 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 WARD OF RIDER IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN 3.1-796-132B, AND SHALL BE CONSTRUCTUED TO COMPLY WITH AN EXCULPATORY TERM OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA. CODE ANN.3.1796.130 et SEQ. (Chapter 27.5, Code of VA [1950]).

IF A RIDER IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY THE RIDER'S PARENT OR LEGAL GUARDIAN, BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (I) TO WAIVE THE PARENT'S, GUARDIAN'S, AND RIDER'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (II) TO ASSUME THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES, AND (III) TO INDEMNIFY AND HOLD HARMLESS DANNY & SHEILA ODOM, CANDICE ODOM or IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLUNTEERS, LOCATION, OWNERS OR AGENTS OF THEIR PROPERTY IRON MOUNTAIN HORSE CAMP, THEIR EMPLOYEES, AGENTS SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM SUET, OR JUDGEMENT RESULTING FROM ANY INJURY, DEATH, LOSS, OR DAMAGE SUSTAINED OR CLAIMED BY RIDER (OR RIDER'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY SUE, DANNY & SHEILA ODOM CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLUNTEERS, LOCATION OWNERS OR AGENTS OF THEIR PROPERTY FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS INCLUDING ATTORNEY'S FEES. IT IS AGREED AND UNDERSTOOD ANY INJURY, DAMAGE, OR CLAIM RESULTING FROM RIDER OR RIDER'S HORSE IS THE FULL AND SOLE RESPONSIBILITY OF THE RIDER AND RIDER AGREES TO COVER ANY EXPENSE, INCLUDING MEDICAL OR PHYSICAL, RESULTING IN THEIR PRESENCE.

Please initial after reading each section. Parents or guardians MUST also initial.

## Iron Mountain Horse Camp Liability Release, Waiver and Indemnity Agreement

\_\_\_\_\_/\_\_\_\_ 1. This agreement shall be legally binding upon me and the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state of Virginia. Any dispute by the rider shall have litigated in venue shall be in the jurisdiction of the DANNY & SHEILA ODOM CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS OR AGENTS OF THEIR PROPERTY'S sole choice.

\_\_\_\_\_/\_\_\_\_ 2. Rider agrees to pay all of DANNY & SHEILA ODOM, CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS OR AGENTS OF THEIR PROPERTY'S legal fees and expenses of any kind, should the above named in the action found to be held not liable.

\_\_\_\_\_/\_\_\_\_ 3. If there is liability, "rider" agrees with DANNY & SHEILA ODOM, CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS, OR AGENTS OF THEIR PROPERTY that the maximum liability shall not exceed the paid price of the ride.

\_\_\_\_\_/\_\_\_\_ 4. I understand and agree that **horseback riding is classified as rugged adventure** recreational sports activity and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. I understand I will be riding under Virginia law, which states risks inherent in equine activities, including (I) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (II) the inability to predict an equine's reaction to sound, movements, objects persons, or animals; and (III) hazards of surface or subsurface conditions. Related injuries can be severe and in some cases fatal. Risk of dangers also include horses that kick, bite, fall, riders thrown, saddles slipping, and events not limited to but including weather, bees, wildlife cattle and cattle related events, dogs, livestock and soil conditions. I further understand that I will be participation in a wilderness exper ence.

\_\_\_\_\_/\_\_\_\_ 5. I understand I am voluntarily riding horses for recreational purposes with all risks and hazards. I further understand the propensity of horses to behave in dangerous manners which may result in injuries to the rider; the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and hazards to surface and subsurface conditions. And, I understand the liability release if further enforced by the code of Virginia or any other jurisdiction determined by DANNY & SHEILA ODOM, CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS, OR AGENTS OF THEIR PROPERTY without reservation rider has waived all claims as state in VA code 3.1-796.132, and especially 3.1-176.133 or, at DANNY & SHEILA ODOM, CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS, OR AGENTS OF THEIR PROPERTY choice, code sections of the state of their choice.

\_\_\_\_\_/\_\_\_\_ 6. I acknowledge that I have medical insurance should medical treatment be required. I, or my own medical insurance company, shall pay for all such incurred expenses of any kind without recourse or repayment for me, or anyone that I may cause to be injured by myself or my horse.

\_\_\_\_\_/\_\_\_\_ 7. **I understand, agree, and assume full responsibility for any claims or damages caused by me or my horse.**

\_\_\_\_\_/\_\_\_\_ 8. I agree that in consideration of DANNY & SHEILA ODOM CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS OR AGENTS OF THEIR PROPERTY allowing my participation in this activity, under the terms set forth herein, I, the rider, for myself and on behalf of my child and/legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release, and discharge DANNY & SHEILA ODOM, CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS, OR AGENTS OF THEIR PROPERTY, its premises and trails, affiliated organizations, insurers and other acting on behalf (hereinafter collectively referred to as "ASSOCIATES", of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to DANNY & SHEILA ODOM, CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS, OR AGENTS OF THEIR PROPERTY.

Please initial after reading each section. Parents or guardians MUST also initial.

### Iron Mountain Horse Camp Liability Release, Waiver and Indemnity Agreement

\_\_\_\_/\_\_\_\_ ( 8. Con't ) and or it's ASSOCIATES ordinary negligence: and I do further agree that I shall not bring any claims, demands, legal actions and causes of action against Iron Mountain Horse Camp and its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, distress, property damage, sustained by me and/or minor child and/or legal ward in relation to the premises and operation of Iron Mountain Horse Camp , to include while riding, handling or otherwise being near horses owned by or in the care, custody and control of DANNY & SHEILA ODOM, CANDICE ODOM , IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS OR AGENTS OF THEIR PROPERTY.

\_\_\_\_/\_\_\_\_ 9. I understand and agree that this agreement covers the property owner and/or agency of the property where we ride, including their families and staff.

\_\_\_\_/\_\_\_\_ 10. In the event that any portion of this Release, Waiver & Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

\_\_\_\_/\_\_\_\_ 11. I understand and agree that I am riding at my own pleasure, and it is my responsibly to understand and know in full detail, any Federal or private land use regulations on any property that I may ride.

\_\_\_\_/\_\_\_\_ 12. I further understand that I can be expelled from the Iron Mountain Horse Camp in the case of alcohol or drug use, or in the suspicion thereof. I further agree that DANNY & SHEILA ODOM, CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS OR AGENTS OF THEIR PROPERTY does not condone any level of animal abuse and that I may be expelled for any harsh training methods, in his or their sole opinion.

\_\_\_\_/\_\_\_\_ 13. I understand that I should not ride if am concerned about my safety, or the safety of others, including weather conditions. I understand the responsibly for my safety is my own.

**ALL RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT**

#### Signer Statement of Awareness

**I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK AND DANNY & SHEILA ODOM, CANDICE ODOM, IRON MOUNTAIN HORSE CAMP, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, STAFF, TRAINERS, VOLNTEERS, LOCATION OWNERS, OR AGENTS OF THEIR PROPERTY HAS ANSWERED ALL MY QUESTIONS REGARDING THE ABOVE. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE. RIDER UNDERSTANDS THE RISKS AND DANGERS OF THIS ACTIVITY.**

\_\_\_\_\_  
Signature of Rider Date

**PRINT** Rider's Name \_\_\_\_\_

\_\_\_\_\_ for \_\_\_\_\_  
Signature of parent or guardian's name: ( print child's name)

\_\_\_\_\_  
**PRINT** parent or guardian's name Date