

# Angelica Run Farm

Home of the "Pony Pool"  
1927 Hunter Mill Road  
Vienna, VA 22182  
703-938-8969

## Financial Information:

Lessee Name(s): \_\_\_\_\_

Responsible Party (MUST be age 18+): \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_      Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Cell Phone: \_\_\_\_\_      Business Phone: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_      Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Rider's Name: \_\_\_\_\_

Health Insurance Company: \_\_\_\_\_

Policy of Group Number: \_\_\_\_\_      Phone: \_\_\_\_\_

List any Medical Information we should be aware of in the event of serious injury:

Name & Number of person to contact in emergency if you cannot be reached:

1) \_\_\_\_\_

2) \_\_\_\_\_

1. Pony Pool lease fee must be paid monthly in advance **by Paypal**, on the first day of each month. A late charge of \$10 will be charged on all fees not received by the fifth (5th) day of each month. The monthly leasing charge is **\$250.00** per month, for 1 ride per week , for 7 months commencing on the month signed. **Following the completion of the first 7 months, the lease will continue on a month-to-month basis unless written notice to terminate is given.**

In addition, Lessee agrees to pay the **bi-annual Fall and Spring Maintenance Fee** of **\$150.00** due on **April 1 and October 1** respectively. The Fall and Spring Maintenance Fee will be pro-rated and due upon acceptance to the Pony Pool.

**Lessee understands that missed rides cannot be made up.**

2. **The Lessee agrees to give at least thirty-five days written notice, no later than the 25<sup>th</sup> day of the second to last month that payment is needed, prior to departure.** (For example, written notice given at any time between September 1<sup>st</sup> and September 25<sup>th</sup> means that the last full month of lease desired is October. Full Lease must be paid through October).
3. Rates are subject to increase.
4. Angelica Run Farm, Inc. and all its employees and agents shall not be liable for damages which may accrue from any cause growing out of or as a result of the leasing of the animal including but not limited to loss by fire, theft, running away, wind, flood, or other inclement conditions, or injury or death to persons, animals, or damage to property.
5. The Lessee agrees to abide by all the rules and regulations of the stable which are posted, and to inform all agents and invited guests that such rules are posted.
6. This agreement consists of both this document and a written release of Angelica Run Farm, Inc., its agents and employees, from responsibility for engaging in the inherently dangerous activities of handling equines, signed separately by the equine owner on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. These two documents comprise the entire agreement between the two parties.
7. The Lessee releases and expressly agrees to indemnify Angelica Run Farm, Inc., and all its employees and agents from any and all claims, demands, actions or suits at law or in equity, of any kind in nature, including negligence, by anyone the Lessee has authorized express or implied, to handle the animal on the premises or authorized or invited to enter on the premises for an equine activity or activity collateral to handling an animal.
8. Waiver or any breach of this agreement shall not be held to be a waiver or any or subsequent breach of this agreement.
9. This agreement shall remain in effect until subsequently revoked in writing by the parties.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Lessee): \_\_\_\_\_

**Please Print Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**For Angelica Run Farm, Inc.**

**RELEASE OF ANGELICA RUN FARMS, INC., ITS' AGENTS AND EMPLOYEES FROM RESPONSIBILITY FOR MY PARTICIPATION IN THE INHERENTLY DANGEROUS ACTIVITY OF HANDLING EQUINES.**

**EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS**

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement ("this Agreement") is hereby given by the undersigned (i) to Angelica Run Farm, Inc., equine activity sponsor and/or equine activity professional (in each case, the "sponsor"), (ii) to the sponsor as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted ("owner"), (iii) to David D. Icke, Patricia F Icke, and any landowners and as persons who provide facilities for equine activities (the "equine activity sponsor"), and iv) to each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the sponsor and of each owner (who also shall be included within the words "sponsor" or "owner" as their relationships may determine) and provides as follows:

In consideration for the opportunities provided by the sponsor and each owner to the undersigned (including any minor in whose behalf the undersigned signs this Agreement) (the "participant") for the enjoyment of equine activities as participant, the participant, including any minor participant for whom he signs this Agreement, hereby agrees as follows:

I agree that in consideration for being permitted to participate in the inherently dangerous activity of engaging in equine activities on the premises of Angelica Run Farms, Inc., I agree for myself, my spouse, legal representatives, heirs and assigns to release, waive, and discharge Angelica Run Farms, Inc., its officers, employees and agents, and any land owners upon which the facilities of Angelica Run Farms, Inc. operates, from all liability for any and all loss or damage, and any claim or damages resulting there from, on account of injury to my person or property, even injury resulting in my death, whether caused by the negligence of the releases or otherwise while I am engaged in any equine activities whatsoever, and any activities collateral to such activities while on the premises of Angelica Run Farms, Inc. I assume full responsibility for the risk of bodily injury, death or property damage whether due to the negligence of releases or otherwise while on the premises.

**I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as possible as permitted under the law of the Commonwealth of Virginia, and pursuant to the Equine Activity Liability Act, of Virginia Section 3.1-796.130, et seq.) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same mean This Agreement is given in part under the Virginia Equine Activity Liability Act (Code ing herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the sponsor and each owner the fullest protection of a release, waiver of right to sue and assumption of all risks that is afforded by the Act, by other applicable statutes and by general law.**

I have knowingly executed this **waiver of my rights to sue** and agree to assume all risks except those specifically enumerated as exempt under this subsection. I understand that **there are inherent risks in equine activities, "Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities**, including but not limited to, (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.

This waiver shall remain valid unless expressly revoked by myself, in writing. If this waiver is so revoked I agree to refrain from any equine activity whatsoever on the premises under the control of Angelica Run Farm, Inc.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2021

: Printed Names of Minor and Parent/Guardian

Signature of Releaser Parent/Guardian if a minor

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## Understanding of the Pony Pool Commitment

*It is very important that the commitment to pay the Pony Pool Fee be carefully considered and is not to be taken lightly. Joining the Pony Pool is a financial commitment to support the care of the horses. The monthly Pony Pool Fee collectively helps pay for grain, hay, bedding, manure removal, veterinary expenses, blacksmith, tack, equipment, footing, pasture rent, repairs, labor and liability insurance. This fee is to be paid by the 1<sup>st</sup> day of each month. It needs to be paid even if away on vacation, travel for work, personal injury, or inclement weather \_\_\_\_\_ initial*

*After the initial 7 month commitment period, the agreement continues month to month. It is understood that written notice must be given to terminate by the 25<sup>th</sup> day of the month prior to the last month riding.*

\_\_\_\_\_ initial

*I have read the above, fully understand the reason for the fee charged and accept the responsibility to financially support the Pony Pool. I promise to abide by the above commitment.*

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