

The Gentry Farm

Release and Waiver of Liability • Assumption of Risk and Indemnity Agreement

220 Gentry Farm Road
Ringgold, VA 24586
(434) 770-5601
events@thegentryfarm.com



Billing Address:
P.O. Box 10309
Danville, VA 24543
www.thegentryfarm.com

THE GENTRY FARM IS POSTED PROPERTY AND ACCESS TO THE GENERAL PUBLIC IS RESTRICTED. This also includes those building located on THE GENTRY FARM referred to as "THE GENTRY BARN" and "THE CABIN." By law, a RESTRICTED AREA is defined as, any area requiring special authorization, credentials or permission to enter to which admission by the general public is restricted or prohibited.

IN CONSIDERATION of being permitted to hunt, fish, operate or ride recreational or any other type of vehicles or undertake any other activity on this property including but not limited to horseback riding or being permitted to enter for any purpose any RESTRICTED AREA, EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs and next of kin:

A: ACKNOWLEDGES, AGREES AND REPRESENTS that he/she has or will immediately upon entering any of such RESTRICTED AREAS and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that , if at any time, he/she is in or about RESTRICTED AREAS and feels anything to be unsafe, he/she will immediately advise the Owners or caretakers of such property and will leave the RESTRICTED AREAS and/or refuse to participate further in any such activity on the property.

B: HERBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the Owners or their insurers or lessees of the premises, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO USE OF THE PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

C: HEREBY AGREES TO IDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to use of the property WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEEES OR OTHERWISE.

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D: HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the use of the property, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

E: HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF HUNTING, FISHING OPERATING OR RIDING RECREATIONAL OR ANY OTHER TYPE OF VEHICLES OR ANY OTHER ACTIVITY UNDERTAKEN ON THE PROPERTY INCLUDING BUT NOT LIMITED TO HORSEBACK RIDING AND MAY BE CONSIDERED DANGEROUS and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

F: HERBY ACKNOWLEDGES THAT THE OWNER IS NOT RESPONSIBLE FOR ANY UNFORSEEN MALFUNCTIONS THAT MAY ARISE WHICH ARE BEYOND OUR CONTROL OF NORMAL MAINTENANCE.

G: HEREBY AGREES that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the property is located and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

H: HERBY AGREES this Release and Waiver of Liability INCLUDES THE DATE OF THE INITIAL VISIT to THE GENTRY FARM and is APPLICABLE TO ALL FUTURE VISITS ON ALL FUTRUES DATES.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND IDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARENTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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Date Print Name Signature

Date Print Name Signature

Date Property Manager Signature