

Virginia Retriever Benefit
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT,
RELEASE OF CLAIMS, ASSUMPTION OF RISK.

You, on your own behalf and on behalf of your heirs, legal representatives, successors and assigns (collectively, "**YOU**"), are being asked to sign this RELEASE in connection with **YOUR** registration as a member of Virginia Retriever Benefit ("VRB"), as a joining spouse of a VRB member, or as a participant in a field event being conducted on certain real property (the "Grounds") controlled by VRB. The Grounds include one or more of the real properties described in Exhibit A attached hereto. The specific Grounds that **YOU** will be using, and the terms of and restrictions governing **YOUR** use of such Grounds, are set forth in **YOUR** registration or membership application materials and not in this RELEASE.

This RELEASE benefits VRB, the sponsors of any field events on any of the Grounds, and all of owners, lessors, and licensors through whom VRB has obtained and enjoys the right to use the various Grounds. VRB and such sponsors, owners, lessors, and licensors, and their respective partners, officers, directors, shareholders, members, agents, employees, beneficiaries, successors and assigns and any other individual associated with any of them are collectively referred to as the "Owners."

The Grounds may be improved or unimproved. There are certain natural and man-made hazards that may exist on the Grounds. None of the Owners makes any representations regarding the condition of any of the Grounds. Entry onto the Grounds is at **YOUR** own risk. If **YOU** nonetheless choose to use any of the Grounds, **YOU** agree that **YOU** alone will assume and bear all risk of injury or damage to **YOUR** person, dogs and/or property and that **YOU** alone will be responsible for any injury or damage that **YOU**, **YOUR** guests, or **YOUR** dogs cause while on the Grounds. Before **YOU** use any of the Grounds **YOU** should be sure that **YOU** have adequate insurance to cover any and all risks of use.

In consideration of the privilege of entering upon any of the Grounds under the terms and conditions of **your** VRB membership or event registration materials or otherwise for VRB activities, **YOU** hereby agree as follows:

1. To the fullest extent allowed by law, **YOU ASSUME ALL RISK** of damage to property or injury to or death of persons and/or dogs in, upon or about any of the Grounds and **YOU** further WAIVE, RELEASE AND FOREVER DISCHARGE the Owners, and each of them, from and against any and all claims, losses, judgments, liabilities, damages, injuries (including, without limitation, death), causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and all reasonable investigative and discovery costs) (collectively, "Claims") arising from or in connection with **YOUR** use and/or enjoyment of the Grounds and access to and from the Grounds and all lands adjoining or associated therewith, **YOUR** activities thereon, or things done, permitted or suffered by **YOU** on or in connection with the Grounds, whether or VRB Hold Harmless Agreement not caused in whole or in part by any Owner's act or omission, whether negligent (passive or active) or intentional.

2. **YOU** represent and warrant that **YOU** have read and fully understand the provisions of Virginia Code, Section 29.1-509, which states as follows:
"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
YOU hereby expressly waive and release any right or benefit under Virginia Code Section 29.1-509.

3. In further consideration of the privilege of entering upon any of the Grounds, **YOU** agree, at **YOUR** expense, to INDEMNIFY, DEFEND, PROTECT, and HOLD HARMLESS the Owners (and each of them) from and against any and all Claims for injury (including, without limitation, death and physical, psychological and emotional injuries) to any person and/or dogs, or damage to any property whatsoever, arising from or caused by (whether in whole or in part, directly or indirectly) any acts, omissions, negligence, recklessness, or willful misconduct of **YOU**, **YOUR** guests or any other persons **YOU** permit to be on the Grounds (each, a "Guest") or **YOUR** (or a Guest's) participation in any event held on any of the Grounds.

4. Any Owner through whom **you** may receive permission to use any Grounds may revoke that permission at any time. Each of the Owners is an intended third-party beneficiary of this RELEASE. This RELEASE constitutes the entire agreement between **YOU** and VRB with respect to the subject matter hereof and shall not be modified, except in a writing signed by **YOU** and an authorized representative of VRB.

By **YOUR** signature below, **YOU** acknowledge that **YOU** have read this RELEASE and that **YOU** agree to be bound by it.

Signed:

Signature

Date: _____

Print: _____

Printed Name

Date: _____

Signed:

Signature

Signed:

Signature of Parent/Guardian

Print: _____

Printed Name

Print: _____

Printed Name of Parent/Guardian

Date: _____

Date: _____