

WARNING!

EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT,

RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT, AND COVENANT NOT TO SUE

This Exculpatory and Assumption of Risk Agreement, Release of Liability, Indemnification Agreement, and Covenant Not to Sue is a legal document. It is hereinafter referred to as the "Agreement" The parties are, on the one hand, myself; my spouse (if any), my heirs, my personal representatives and all others who may claim or through me, and , on the other hand, Khan & Khan Brothers, Inc., d/b/a Still Water Farm ("Operator"), and any of Operator's owners, members, managers, employees, agents, representatives, lessors ( including, but not limited to Polo Farms Homeowners Association and the Board of Directors) and/or any Community Management Company they may employ, lessees, riding instructors, officers, subsidiaries, affiliates, parent companies, guests, invitees, licensees, licensors and insurers as intended third party beneficiaries (hereinafter referred to, together with the Operator, as the "Releasees")

I desire to secure the permission of the Operator for the participant to enter the Operator's property and/or property the Operator is leasing from Polo Farms Homeowners Association (hereinafter referred to as the "property") for recreational purposes, including but not limited to horseback riding, boarding, lessons, shows, or other events. I understand that horseback riding, other activities conducted on or around horses, and other recreational activities undertaken at the property are dangerous, calculated risk activities that can, and sometimes do, result in serious, permanent bodily injury and death. I am accepting these and all other accompanying risks in order for the participant to be, allowed to conduct these activities of my own free will with full understanding of the possible consequences, and without inducements, promises or statement other than those contained in this Agreement. I, for myself, my spouse (if any), my heirs, representatives, assigns, successors, administrators and anyone else claiming by or through me hereby expressly release, discharge, hold harmless from, and waive any and all claims (including but not limited to claims for property damage, personal injury or death) - whether foreseeable or not - including those arising from negligence, carelessness, strict liability, or otherwise, which I may presently or at any time in the future possess against anyone associated with any and all activities of the Releasees. This Release and Waiver is meant to and shall apply to any and all claims, causes of actions, demands or sums of money that I may have or be entitled to from any of the Releasees as a consequences of any type of damage (whether personal or property), loss, death or injury I, my spouse (if any), my children, or my heirs, representatives or anyone claiming by or through me has or may in the future have as a consequence of any and all of participant's activities that in any way involve the Releasees, and regardless of whether the claim, cause of action or demand is grounded in negligence, tort, contract or any other legal bases for recovery other than intentional conduct specifically intended to injure the participant.

In further consideration for the right of entry granted to the participant in this Agreement, I agree to indemnify, hold harmless and defend Releasees from any action, claims, demands, costs, expenses, attorneys' fees, or other damages arising out of or relating to the participant's activities associated with the Releasees.

I agree that my signature where indicated, is my acknowledgment of the contents of this Agreement and is my legally binding agreement to and acceptance of this Agreement. I have carefully read this entire Agreement and fully understand and agree to be bound by its contents. I am aware that by signing this Agreement I am giving up important legal rights and it is my intention to do so freely and without coercion or duress of any type.

WARNING!

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

Date: \_\_\_\_\_

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Parent or Legal Guardian Signature  
(if participant is under 18 years old)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address and Phone Number

\_\_\_\_\_  
Address and Phone Number