

PLEASE READ CAREFULLY

AUTUMN BREEZE FARMS, INC.
RELEASE, ASSUMPTION OF RISK and
INDEMNITY AGREEMENT

(A SEPARATE FORM MUST BE COMPLETED FOR EACH ADULT OR MINOR)

I or **THE MINOR IDENTIFIED BELOW** who is less than 18 years of age of whom I am the parent or guardian, desire to participate in activities and use services provided by or through Autumn Breeze Farms, Inc., its owners, operators, directors, agents and employees (the "Horseman"). I understand that these activities and services pose substantial risks of injury or death and of damage to or loss of personal property as the result of exposure; mounting, riding, or disembarking from a horse; and other known or foreseeable risks including, but not limited to, the risks of travel on roads, trails or rough terrain on horseback or on foot, or other means while participating in activities or using the services of the Horseman; the risks of negligence, gross negligence, or bad judgment by me or the minor, the Horseman, or other participants; the risks arising from the failure or misuse of equipment; and the risks that injuries may occur in remote areas without adequate medical facilities. I represent that I or the minor are in good physical condition and health and am/ is able to safely participate in such activities.

In consideration of and as part payment for participation by me or the minor in activities and the use of services, I **ASSUME**, for myself or the minor, to the greatest extent permitted by law, all of the risks to me or to the minor, whether or not specifically identified herein, of all the activities in which I or the minor participate and the services we use; I **RELEASE** the Horseman and all other participants from any and all liability to me or to the minor, including, but not limited to, liability arising from anyone's negligence, gross negligence and/or willful and wanton conduct; and I **WILL INDEMNIFY AND HOLD HARMLESS** the Horseman from any and all costs, liabilities and claims, of every kind and nature whatsoever, arising directly or indirectly, from my or the minor's participation in activities or use of services, including any legal costs and expenses and the costs of any medical or other expenses incurred for my or the minor's benefit.

PROTECTIVE HEADGEAR OFFERING: I, for myself and on behalf of my child and/or legal ward, have been altered a SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet by THIS STABLE and do understand that the wearing of such headgear or while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider's head, and that once provided I/WE will be responsible for securing the helmet on this rider's head at all times. Mark an "X" below in the box before the statement which describes your choice to wear, or not to wear, STABLE-PROVIDED protective headgear.

PROTECTIVE HEADGEAR ACCEPTANCE: I/WE request to wear protective headgear which THIS STABLE provides.

PROTECTIVE HEADGEAR REFUSAL: I/WE refuse to wear any type of protective headgear and/or will provide MY/OUR own. I/ WE accept full responsibility for MY/OUR safety in this decision.

I consent for myself and for the minor to the use by the Horseman of photographs and video recordings made of me or the minor while participating in activities or using services without further compensation and agree that all such materials, including negatives, are the sole property of the Horseman.

I agree for myself and the minor that the exclusive venue of any suit against the Horseman for any reason shall be the Courts of Fayette County, West Virginia; consent for myself and the minor to the jurisdiction of such Courts as to any action against me or the minor to enforce this Agreement; agree that this Agreement is to be interpreted under the laws of the State of West Virginia; and agree that if any part of the Agreement is found to be invalid that all other portions shall be fully enforced.

I have completely read this document and I have received and read the Duties of a Participant-West Virginia Whitewater Responsibility Act before signing.

ADULT

Adult Signature _____ Date _____

Print Name _____

MINOR

Relationship of Adult Above _____

Signature of Minor _____ Date _____

Print Name of Minor _____