

**PARTICIPANT'S RELEASE, WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

WHEREAS, I the undersigned ("Participant") understand and acknowledge that activities involving horses and participation in an equestrian clinic ("Equine Activity"), including but not limited to the mounting, riding, walking, dismounting, grooming, training, handling, feeding, and otherwise being in the physical proximity of horses is a dangerous activity which produces a foreseeable risk of mortal or serious personal injury and/or property loss to the participant in such activity as well as to the person or property of others; and

WHEREAS, I understand and recognize and warrant that this Rider's Release, Waiver of Liability and Indemnity Agreement ("Release") is being voluntarily and intentionally signed and agreed to, and that in signing this Release I know and understand that this Release may further limit the liability of equine professionals to include any activity, whatsoever, involving horses, including death, personal injury and/or damage to property.

NOW THEREFORE, in consideration of my participation in the equestrian clinic hosted by River Run Farm LLC, David King, Phoebe Weseley, BALMORAL Farm, Inc./Carleton Brooks, Inc. and their employees (together, hereinafter referred to as "River Run Farm LLC, David King, Phoebe Weseley, BALMORAL") and for other good and valuable consideration, receipt of which is hereby acknowledged, I agree as follows:

1. **Assumption of the Risk.** I hereby assume full responsibility for, and risk of, any death or bodily injury to myself or others (including, but not limited to, those matters set forth in the above recital(s) and damage to or destruction of my property or the property of others, caused by my engaging in any Equine Activity either on the premises of the Clinic or elsewhere while working with a River Run Farm LLC, David King, Phoebe Weseley, BALMORAL equine professional, unless such bodily injury or property damage is attributable in full or in part to the gross negligence of River Run Farm LLC, David King, Phoebe Weseley, BALMORAL. My responsibilities include, but are not limited to, payment of (i) medical costs for myself and others that I may have injured, (ii) costs to replace my own property or the property of others that I may have lost, destroyed, or damaged, and (iii) damages for other non-medical and non-property items such as pain and suffering and lost wages, etc. I am aware and understand that the any Equine Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, or property damage. I am also aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) (the "Disease") and the risk that I may be exposed to or contract the Disease by engaging in the Activity, which may result in serious illness, personal injury, disability, death, or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of River Run Farm LLC, David King, Phoebe Weseley, BALMORAL, their agents, successor, assigns, employees or others, including negligent emergency response or rescue operations. I understand that while River Run Farm LLC, David King, Phoebe Weseley, BALMORAL has implemented measures to reduce the risk of injury or illness from the Equine Activity, River Run Farm LLC, David King, Phoebe Weseley, BALMORAL cannot guarantee that I will not be injured or ill as a result of my participation in the Equine Activity and that engaging in the Equine Activity may increase my risk of injury or illness or death. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE EQUINE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY ENGAGING IN THE EQUINE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF River Run Farm LLC, David King, Phoebe Weseley, BALMORAL OR OTHERWISE.
2. **Release, Waiver of Liability, and Discharge of Claims.** I hereby release, waive, and discharge any and all claims that I may now or in the future have for damages against River Run Farm LLC, David King, Phoebe Weseley, BALMORAL, including its owners, licensees, employees, officers, directors, or agents and the respective affiliated entities or persons of any one or more of them, arising directly or indirectly from my death, the death of any other person, bodily injury to me or others, or damage to my property or that of others, attributable to my engaging in Equine Activities.
3. I acknowledge that River Run Farm LLC, David King, Phoebe Weseley, BALMORAL requires me to wear USEF approved headgear with a chin strap while riding. I understand and acknowledge that the

risk of head injuries and death are significantly reduced by wearing appropriate headgear. I hereby release, waive, and discharge River Run Farm LLC, David King, Phoebe Weseley, BALMORAL, including its owners, licensees, employees, officers, directors, or agents and the respective affiliated entities or persons of any one or more of them, against any and all claims that I may now or in the future have for damages resulting from my failure to wear headgear while participating in the Equine Activity.

4. **This release is intended to release, waive and discharge, in advance, River Run Farm LLC, David King, Phoebe Weseley, BALMORAL, together with its owners, licensees, employees, officers, directors and their respective affiliates or persons of any one or more of them, from and against any liability arising out of or connected in any way with me or my guests or invitees engaging in any Equine Activity in which a River Run Farm LLC, David King, Phoebe Weseley, BALMORAL representative is in attendance, even though such liability may be attributable, in full or in part, to the negligence, recklessness or misconduct of one or more of such persons or entities.**
5. **Medical Authority.** I, _____(participant, or if minor, parents/guardians) hereby grant permission and authority to River Run Farm LLC, David King, Phoebe Weseley, BALMORAL, its agents, officers and authorized employees to act for me in executing verbal instructions or if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the person named above in the event of any perceived medical emergency. I hereby covenant and agree to release River Run Farm LLC, David King, Phoebe Weseley, BALMORAL its owners, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them, and hold harmless from liability connected with obtaining prompt medical attention for the person named above.
6. In accordance with such release, waiver, and discharge, and in consideration of being allowed to participate in the Equine Activity, I promise not to sue or demand any money or anything else of value from River Run Farm LLC, David King, Phoebe Weseley, BALMORAL, including any of its owners, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them.
7. **Publicity Release:** I hereby agree and authorize River Run Farm LLC, David King, Phoebe Weseley, BALMORAL to use my likeness in any photograph, video, or other digital media ("Photos") taken during the event in any and all of its publications, including print or web-based publications. I irrevocably authorize River Run Farm LLC, David King, Phoebe Weseley, BALMORAL to reproduce, edit, enhance, crop, or otherwise alter any Photo for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I waive any rights for approval or inspection, or compensation associated with the use of any Photos. I agree to release and forever discharge River Run Farm LLC, David King, Phoebe Weseley, BALMORAL and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature or kind, known or unknown, which I, or anyone claiming on behalf of me, may have or claim against River Run Farm LLC, David King, Phoebe Weseley, BALMORAL in connection with this Release.

Indemnification. I agree to completely indemnify and hold harmless River Run Farm LLC, David King, Phoebe Weseley, BALMORAL, including any of its owners, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them, from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including attorney's fees, which are occasioned by, or otherwise attributable to, matters for which I have assumed the risk and for which I am responsible in accordance with Section 1 hereof, and for any actions brought by my guests or invitees.

Binding Nature of Agreement. I agree that this Agreement shall be binding on my personal representatives, heirs and assigns.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal substantive laws of the State of California, without regard to the choice of law rules thereof. I hereby submit

to the *in persona* jurisdiction of the State of California. **Venue for purposes of any litigation or arbitration concerning this Agreement shall be in Los Angeles County, California.**

Severability. In the event that any provision of this Agreement shall be void or unenforceable for any reason, then such provision shall be stricken and of no force and effect. The remaining provisions of this Agreement, however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

BY SIGNING THIS DOCUMENT, I acknowledge that if anyone is hurt or property is damaged during my participation in this Equine Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against River Run Farm LLC, David King, Phoebe Weseley, BALMORAL on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent Equine Activities hosted by River Run Farm LLC, David King, Phoebe Weseley, BALMORAL. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

IF OVER 18 YEARS OF AGE:

Executed this _____ day of _____, 20__

Participant Signature

Print Participant Name

MINORS:

The undersigned declares that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Release, Waiver of Liability and Indemnity Agreement, and in consideration of River Run Farm LLC, David King, Phoebe Weseley, BALMORAL allowing the below named minor to participate in Equine Activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor. I further agree to indemnify and hold harmless River Run Farm LLC, David King, Phoebe Weseley, BALMORAL from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

If under 18, signature of parent or guardian is required:

Print Participant Name

Parent/Guardian's Name

Print Parent/Guardian Signature