

CLINIC PARTICIPATION AGREEMENT

This Agreement is made this _____ day of _____, 2026, by and between River Run Farm, LLC (hereinafter "RIVER RUN FARM") and _____ (hereinafter "Participant").

In consideration of the mutual obligations expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **CLINIC PARTICIPATION.** Participant requests, and RIVER RUN FARM agrees to provide, training for the Participant and the horse known as _____ (hereinafter "the Horse") in a manner consistent with industry practice for the operation of a clinic to be presented by the trainers, Walter "Jimmy" Lee, Steven Rivetts, and/or Paul Mathews (hereinafter "Clinicians"), on Saturday, May 23, 2026, at Nydrie Stud in Albemarle County, Virginia .
2. **CLINIC FEE:** Participant shall not be permitted to participate in the clinic unless the fee is paid in full. The total fee for participating in this clinic shall be as follows:
 - \$190 Sessions 1 & 3 - fee includes BOTH conformation clinic + riding masterclass
 - \$145 Sessions 1, 2 or 3 - fee includes riding masterclass ONLY
3. **CANCELLATION AND REFUND POLICY:** If Participant is unable to attend the clinic for any reason, the fee shall be fully refunded (minus a \$40 processing charge) so long as Participant has notified River Run Farm in writing (by e-mail to: info@nydriehorseheaven.com) prior to May 1, 2026. Notice given after May 1 but prior to May 15 shall result in a partial fee refund of 50%. No refund of any amount shall be afforded to Participants canceling after May 15, 2026. Any Participant who has paid a fee but is unable to ride is welcome to attend the clinic as an auditor at no additional charge.
4. **Training Disclaimer:** RIVER RUN FARM makes no representations or warranties as to the potential of Participant's horse (hereinafter "the Horse") to achieve success in any discipline. To the extent the Clinician(s) named above evaluates the Horse, Participant shall not under any circumstances rely on these opinions or evaluation in determining the Horse's worth, potential, suitability as a competition prospect, or any other matter whatsoever. Participant hereby recognizes and acknowledges that the Horse's success or failure may be the result of conditions outside of the control of the Clinician(s) and RIVER RUN FARM, such as physical limitations and conditions, injuries and illnesses, the Horse's disposition, and the like. In the event that Participant is not satisfied with the training provided at the clinic, Participant's sole remedy shall be to withdraw from further participation in the clinic.
5. RIVER RUN FARM shall permit Participant to have access to RIVER RUN FARM's stable, exercise areas, tack rooms, and wash stalls in any manner which is consistent with RIVER RUN FARM's rules and regulations (as may be posted or announced).
6. **TERM.** Participant agrees to remove the Horse from RIVER RUN FARM's premises promptly upon conclusion of the clinic, and in all events prior to 7PM on May 23, 2026. In the event the Horse is not removed promptly, this Agreement shall renew on a day-to-day basis and RIVER RUN FARM may collect board from Participant at a daily rate, together with interest and costs of collection (including attorneys' fees). In addition, RIVER RUN FARM may assert any lien provided by law.
7. Participant warrants that the Horse is in good health and has a negative "Coggins" test dated within 12 months of the first day of the clinic, and has been vaccinated for all communicable diseases consistent with standard industry practice. Participant agrees to indemnify and hold harmless RIVER RUN FARM for any damages and/or costs of defending any claims, including attorneys' fees, arising from misrepresentation of the Horse's good health or the existence of a valid Coggins.
8. **RISK OF LOSS; INDEMNITY:** Participant acknowledges and agrees that RIVER RUN FARM has no responsibility to acquire or provide insurance for liability, mortality, loss or use, medical or surgical care, or any other insurance coverage for the Horse, for Participant, for Participant's property, or for any other person, and that Participant must obtain such insurance at Participant's own expense if it is desired. Participant assumes any and all risk of loss or injury to the Horse and to any property brought to RIVER RUN FARM's facilities and agrees to release and hold harmless RIVER RUN FARM therefrom.
9. **IN CONSIDERATION OF BEING PERMITTED TO USE SAID FACILITIES, AND/OR RECEIVING TRAINING, INSTRUCTION, OR OTHER ASSISTANCE FROM THE CLINICIANS, EMPLOYEES OR AGENTS OF RIVER RUN FARM, PARTICIPANT KNOWINGLY AND EXPRESSLY WAIVES PARTICIPANT'S RIGHTS TO SUE THE CLINICIANS, DAVID KING, PHOEBE WESELEY, RIVER RUN FARM, LLC, ITS MANAGERS, MEMBERS, ITS OR THEIR EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS (hereinafter, "THE RELEASED PARTIES"), FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY (INCLUDING, WITHOUT LIMITATION, THE HORSE), AND PARTICIPANT AGREES TO ASSUME ALL RISKS AND DANGERS INHERENT IN BOARDING, RIDING, OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO PARTICIPANT**

OR TO PARTICIPANT'S PROPERTY. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY, AND PARTICIPANT EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO PARTICIPANT AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF PARTICIPANT IN ACCORDANCE WITH THE TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT. PARTICIPANT FURTHER EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY LOSS, CLAIM, SUIT OR JUDGMENT RESULTING FROM ANY INJURY OR CLAIM OF INJURY SUSTAINED BY ANY OTHER PERSON INVITED TO RIVER RUN FARM'S FACILITIES BY PARTICIPANT OR USING THE HORSE OR ANY OF PARTICIPANT'S OTHER PROPERTY WITH PARTICIPANT'S KNOWLEDGE AND/OR CONSENT.

10. **IF PARTICIPANT IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY PARTICIPANT'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES: (i) TO GUARANTEE THE PAYMENT AND PERFORMANCE OF ALL OF PARTICIPANT'S OBLIGATIONS HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF ALL SUMS OWED FOR CLINIC PARTICIPATION, BOARD OR OTHER SERVICES, INTERESTS, COSTS, AND ATTORNEYS' FEES; (ii) TO WAIVE THE PARENT'S, GUARDIAN'S, AND MINOR'S RIGHTS TO SUE THE RELEASED PARTIES NAMED ABOVE; (iii) TO ASSUME THE RISKS SET FORTH ABOVE, IN ADDITION TO ALL OTHER RISKS OR RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; (iv) TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES IN ACCORDANCE WITH THE TERMS HEREOF; AND (v) TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS, OR DAMAGE SUSTAINED OR CLAIMED BY THE PARTICIPANT OR THE PARTICIPANT'S PERSONAL REPRESENTATIVE(S), AND FURTHER TO INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEY'S FEES.**
11. In the event that Participant is not the owner of the Horse, Participant agrees to indemnify and hold RIVER RUN FARM harmless from any and all claims, suits, or judgments brought by the owner of the Horse against RIVER RUN FARM or the Released Parties, and Participant further agrees to defend RIVER RUN FARM and the Released Parties against any and all such claims and/or to indemnify RIVER RUN FARM and the Released Parties for any costs of defending such claims, including attorney's fees.
12. JURISDICTION; ATTORNEYS FEES. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and shall be construed and governed in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any action between the parties hereto shall be in a state court of competent jurisdiction in Albemarle County, Virginia. In the event of any litigation between the parties to this Agreement, it is expressly agreed that the non-prevailing party shall be liable to the prevailing party for the prevailing party's reasonable attorneys' fees.
13. SEVERABILITY AND HEADINGS. In the event that any portion of this Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of the Agreement, which shall survive intact. The headings used herein are for convenience only and are not intended to be substantive terms hereof.

Witness our hands and seals on the date and year first set out above.

RIVER RUN FARM, LLC

PARTICIPANT:

By: _____

Signature

Signature of Minor Participant's Parent/Guardian