

MONTAIRE ICELANDIC HORSES, LLC
RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

The undersigned, as a Participant/Spectator/Visitor/Guest/Client/Volunteer/Clinician/Contractor (collectively "**Participant**"), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as "**Participant**"), for good and valuable consideration, agrees to the following terms and conditions of this Montaire Icelandic Horses, LLC Release, Waiver, Hold Harmless, Defend and Indemnification Agreement ("**Release**"):

1. Assumption of Risk and Waiver: Participant understands and accepts that the Intrinsic Risks of engaging in Equine Activities, as well as merely being near a horse or pony (collectively "**equine**"), include, but are in no way limited to: (i) The propensity of equines to behave in ways that may result in illness, injury, death, damage, or other loss to persons (collectively "**Loss**") on or around them (i.e. jump, run, kick, buck, bolt, spin, rear up, strike, bite, trip, etc.); (ii) the unpredictability of an equine's reaction to such things as sounds (i.e. machinery, equipment, doors opening and closing, rain, ice/snow falling, wind, thunder, voices, animals, fireworks, guns, motors, etc.), sudden movement, and unfamiliar objects (i.e. poles, cones, flowers, flags, golf carts, mini-bikes, water, etc.), persons, or other animals (i.e. loose or contained dogs, birds, deer, other equines, etc.); (iii) certain hazards such as surface and subsurface conditions (i.e. ground holes, uneven terrain, slippery, hard, or deep footing or flooring, other dangerous latent conditions, etc.); (iv) collisions with other animals or objects; (v) the potential of a participant acting in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the equine, or not acting within Participant's ability; and (vi) the possibility that riding and training tack and equipment may contribute to or cause injury to Participant. (collectively "**Intrinsic Risks**"). Participant agrees that engaging in Equine Activities under this Release includes, but is in no way limited to, those defined in the Virginia Equine Activity Liability Statute, as well as petting, leading, feeding, watering, bathing, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines (collectively "**Equine Activities**"). Participant understands the injuries, death, loss, and property damage that may result from the accepted Intrinsic Risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the Inherent Risks listed in this Release are just a sampling and Participant is not relying on Released Parties to list all possible equine-related risks. Participant understands that Montaire Icelandic Horses, LLC ("**MIH**") requires the wearing of an ASTM/SEI-certified equestrian helmet ("**Helmet**") for anyone engaging in Equine Activities with, on the real property of, or at the direction of, MIH. Participant is not relying on Released Parties to provide a Helmet, check a Helmet or its harness strap for proper fitting, or monitor the wearing of a Helmet at any time now or in the future. Participant agrees that he/she understands and agrees to assume the Intrinsic Risks of engaging in Equine Activities, agrees to at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, whether on or off real property owned, leased or otherwise utilized by MIH; whether on or off an equine owned by Participant, MIH, or others; being near an equine; or, merely being in the vicinity of equines, regardless of whether Participant's presence on such real property is related to Equine Activities. The following shall be included as Released Parties under this Release: Montaire Icelandic Horses, LLC, Montaire, LLC, Equitaire Holdings LLC, Wynhurst, LLC; Antje Freygang, and their respective spouse, heirs, family members, trustees, beneficiaries, members, managers, partners, officers, directors, successors assigns, agents, employees, volunteers, guests, visitors, invitees, independent contractors, clinicians, trainers, owner(s) of real estate upon which the Loss occurred, and others acting on their behalf.

2. Release/Hold Harmless/Defend/Indemnify: Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any Loss incurred by Participant or to Participant's property even if such Loss is caused in whole or in part by negligence or other fault of Released Parties (other than intentional misconduct).

3. Governing Law/Public Policy/Time and Loss Limitations/Attorneys' Fees/Jury Waiver: This Release shall be construed and enforced in accordance with Virginia law. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in Loudoun County, Virginia and Participant submits to this jurisdiction and venue for such purpose. Participant agrees that the waivers protecting Released Parties against liability due to negligence in this Release are not against public policy under Virginia law. Participant agrees that this Release does not expire and that any and all claims and/or causes of actions for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$250.00 (Two Hundred and Fifty Dollars). Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any action, proceeding, or claim brought by Participant against Released Parties on any matters related to, arising out of, or connected with this Release.

4. Severability/Modification: If any provision of this Release shall be determined to be invalid or unenforceable to any extent, the remainder of this Release shall not be affected thereby and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and Antje Freygang.

5. Participant Certification: Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, Participant's parents, spouse, family members, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein, certifies that Participant signs this Release voluntarily, understands that the signing of this Release is required for Participant to participate in Equine Activities, and knows that Participant has other facilities elsewhere to choose from to engage in Equine Activities.

Date:_____Signature:_____Address:_____

Participant signing on my own behalf and if
applicable on behalf of my minor child

Printed Name:_____Phone/E-Mail:_____

Emergency Contact Name/Phone/Relationship:_____

Minor Participant's Name and Date of Birth:_____