

RELEASE OF ALL CLAIMS AND LIABILITY, INDEMNITY AND HOLD HARMLESS, COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENT FOR BENEFIT OF RED HORSE RIDGE LLC, KATIE STOY DRESSAGE LLC, AND EQUINE ACTIVITY SPONSOR(S)

THE UNDERSIGNED(S), in consideration of the sum of Ten(\$10) and other good and valuable considerations, the receipt and sufficiency being hereby acknowledged, does hereby agree, covenant and stipulate to the following terms, conditions, covenants, release:

1.UNDERSIGNED(S) has (have)requested that he, she or they be allowed access to, use or enjoyment of, some or all of the real property, or improvements thereon, consisting of approximately seventy (70) acres, which is located at **809 MOONTOWN ROAD, BROWNSBORO, MADISON COUNTY, ALABAMA**, including but not limited to, the indoor arena, outdoor arena, equestrian facilities, (hereafter "Equestrian Premises") provided, however, that undersigned(s) represents and covenants to **engage solely in equestrian activities at all times while present on Equestrian Premises**, and to stay out of the areas marked off with fencing, caution cones or other identification or marking, or area(s) of hazard or danger, and to obey strictly the direction(s) and request(s) of equine activity sponsor(s), representative(s) or manager(s) of the Equestrian Premises. UNDERSIGNED(S) do hereby agree that the said Equestrian Premises are possessed by RED HORSE RIDGE, an Alabama Limited Liability Company, and that Jane E. Hays and Carey Walker are at all times acting as Equine Activity Sponsors on behalf of said company.

2.UNDERSIGNED(S) hereby acknowledges and agrees that the following apply to such use, enjoyment, and presence at the Equestrian Premises:

"WARNING: Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Protection Act."

3.UNDERSIGNED(S) hereby represents warrants, to the Equine Activity Sponsor(s), owner(s) and operators of the Equestrian Premises, that: (a) he, she, or they is (are) at least nineteen (19) years of age, can read and understand the English language, have actually read and understand this document and all of its terms, conditions, and release contained herein, (b) he, she, or they are trained, experienced, and knowledgeable about the care, custody, control, riding, trailering, loading and unloading, handling of equines, horses, (c) he, she or they, do hereby **ASSUME ALL THE RISKS OF INJURY OR DEATH** to undersigned(s), or damage to property thereof, resulting from or relating to the use, enjoyment, of the Equestrian Premises, or part(s) thereof, howsoever occurring or caused, whether as a result of the condition(s), defect(s), hazard(s), danger(s), of the Equestrian Premises, or act(s), conduct, or omissions(s) of the Equestrian Activity Sponsor(s) or Professional(s), including but not limited to RED HORSE RIDGE LLC, KATIE STOY DRESSAGE LLC and their agents, members, managers, if any, (d) he, she, or they have had opportunity to or actually have made physical inspection of the part(s) or all Equestrian Premises to be used, enjoyed by undérsigned(s), and have determined that such are safe and appropriate for his, her, or their use and enjoyment and that said Equestrian Premises are acceptable in present condition "AS IS WHERE IS, WITH ALL FAULTS AND DEFECTS" whether known or unknown, (e) and equine brought to the Equestrian Premises are free from disease(s), in good health, are sound, and have a current certificate with negative Coggins Test, (f) that horses, equines are and can be at any moment inherently dangerous, unpredictable, hazardous, and can cause injury or death, at any time under any circumstance or cause.

4.**INDEMNITY, RELEASE & HOLD HARMLESS.** UNDERSIGNED(S) agree that the cost for providing said Equestrian Premises for use, enjoyment would be substantially higher and possibly cost prohibitive if the employee(s), agent(s), manager(s), representative(s) of Red Horse Ridge LLC, KATIE STOY Dressage LLC including but not limited to Jane E. Hays, Carey Walker and Katie Stoy, and Equine Activity Sponsor(s), separately and severally, did not obtain from and receive full benefits intended from this document and also especially the following: Undersigned(s), separately and severally, hereby agree to **indemnify, defend, exonerate, protect, RELEASE, ACQUIT AND DISCHARGE, save and hold harmless** the owner(s), possessor(s), of the Equestrian Premises, Red Horse Ridge LLC, Katie Stoy Dressage LLC and all of their employee(s), agent(s), manager(s), representative(s) or Red Horse Ridge LLC, Katie Stoy Dressage LLC including but not limited to Jane E. Hays, Carey Walker and Katie Stoy, and Equine Activity Sponsor(s), separately and severally,(hereinafter collectively and separately "Equine Activity Sponsors") of and from any and all kind, type, or nature, under any and all circumstance(s) and conditions(s), including but not limited to, as result from or relate in any way to, or are connected in any way with: any and all injury, death, damage, destruction, to person(s) or property, which has or will in the future: (a) occur on or

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during ingress and egress to or about any part or all of the Equestrian Premises, (b) this document, (c) use, enjoyment of the Equine Premises, or part thereof, (d) condition(s), representation(s), or Omission(s) of the Equestrian Activity Sponsors. Undersigned(s), separately and severally, further agree and intend that the terms, conditions, covenants, of this document, including but not limited to, indemnification, release, discharge, and hold harmless, are to be construed liberally and fully in favor of the Equestrian Activity Sponsors, separately and severally, and for protection and exoneration thereof, to the fullest extent.

5. Undersigned(s) agree to promptly pay for or reimburse cost of any damage to or destruction to any part of the Equestrian Premises, or part thereof.

6. Undersigned(s) agree that the terms hereof shall apply to each and all times while or when Undersigned(s), or any one or more of them, are present at, or ingressing or egressing to, the Equestrian Premises, and that the terms of this document shall survive any termination of the permit granted hereunder, the incapacity of death of Undersigned(s), and such shall be binding upon the inure to the benefit of the heirs, executors, personal representatives of the parties hereto.

Warning! THIS IS A LEGALLY BINDING DOCUMENT; READ AND UNDERSTAND IT BEFORE YOU SIGN BELOW.

DATE: _____