 Equine Activity Liability Release,

Waiver of Right to Sue and Assumption of all Risks

Homestead Farm by Mahlon Bender 8316 Burwell Road Catlett Virginia 20119

This equine activity liability release, waiver of the right to sue and assumption of all risks (“this agreement”) is hereby given by the undersigned Participants to Mahlon Bender, individually and trading as Homestead Farm (hereinafter referred to as Mahlon Bender) and to each partner, officer, agent, employee, heir, and personal representative of and provides as follows:

1. This Agreement is given under the Virginia Equine Activity Liability Act (Code of **Virginia** 3.1-796.130 et seq.) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to Mahlon Bender the fullest protection of a Release, Waiverof Right to Sue and Assumption of All Risks which is afforded by the Act, and by other applicable statutes and general law.

1. The undersigned hereby acknowledges that he has full and complete notice and understanding of the Act and of all the risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property (the "Risks"), including, but not limited to: (i) the propensity of an equine to behave in dangerous ways or to trip and/or fall; (ii) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, and the effects of such reactions; (iii) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under or protruding from the surface, both latent and patent; (iv) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris and obstacles, and any equine activity in connection therewith, may foreseeable or unforeseeably present; (v) the dangers and risks of tack or harness slipping or breaking for whatever reason; (vi) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity, (vii) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason and (viii) any negligent act or omission by Mahlon Bender which causes or results in the death or personal injury of the participant or damage to the participant's property.

1. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against Mahlon Bender for death, personal injury or property damage which is in any way associated with theRisks; he does hereby WAIVE his right to sue or to bring any action against Mahlon Bender in connection therewith; he agrees to INDEMNIFY and DEFEND Mahlon Bender from and to HOLD Mahlon Bender HARMLESS against any such suit or action, and he hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the Risks enumerated in paragraph 2, above.

1. The participant hereby agrees that he shall have the solve individual responsibility for knowing the range of his own ability to manage, care for and control a particular horse or perform particular equine activities, and that is shall be his duty to act within the limits of his own ability, to maintain reasonable control of the particular horse(s) at all times while participating in an equine activity, to heed all posted warnings, to perform equine activities only in areas or in facilities designed and/or used by Mahlon Bender and to refrain from acting in a manner which may cause or contribute to the injury of anyone. Furthermore, a participant involved in an accident shall not depart from the area of the facility where the equine activity took place without leaving personal identification, including name and address, or without notifying the proper authorities, or without obtaining assistance when that person knows or reasonably should know that any other person involved in the accident is in need of medical or other assistance.

1. The participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.

1. The Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the participant until expressly revoked by the participant in a written notice personally delivered to Mahlon Bender.

1. To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.

1. If this Agreement is executed by the undersigned participant for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns; and the undersigned participant further agrees that this Agreement shall also be as fully binding on the undersigned participant as if it were entered into solely on his own behalf.

1. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participants.

1. I HAVE FULLY READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THE FOREGOING EQUINE **LIABILITY**

**RELEASE WAIVER** OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON Mahlon Bender FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

Participant’s Name (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guardian’s name if participant is a minor (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(To be signed by parent or legal guardian if Participant is under 18 years of age)