

BOHEMIA CREEK STABLES, LLC.

CLIENT'S WAIVER, RELEASE AND INDEMNITY

This Release Contains Important Limitations of Legal Liability

This Waiver, Release, and Indemnity is intended to be given for the benefit of Eileen Soukup, Doris Johnson, Bohemia Creek Stables, Ltd. and their officers, directors, managers, employees, agents, and successors in interest, all whom are hereinafter jointly and severally referred to as "BCS."

The undersigned is a Client of BCS and may, pursuant and subject to the terms of a separate agreement, utilize farm facilities and services for equestrian activities, including but not limited to riding, boarding, stabling, training, lessons, showing, entertaining guests, and any and all types of activities associated directly or indirectly with equestrian activities. If Client is a minor, the term "Client" as used herein included the minor and the undersigned parent(s) and/or guardian(s), jointly and severally.

In consideration of and in return for BCS (in addition to any fees charged or consideration provided for in a separate agreement(s)) providing and making available services and facilities to Client, Client hereby, for Client and all Client's heirs, legal representatives, guests and invitees, expressly acknowledges and agrees to the following:

1. Client acknowledges that there are inherent risks associated with equine activities, and hereby expressly assume all risks associated with participating in such activities. Client assumes all risks in connection therewith and expressly waives any claims for any injury or loss arising from such.
2. Client hereby assumes for Client, Client's children and Client's guests and invitees **ANY AND ALL RISKS INVOLVED IN OR ARISING FROM CLIENT'S OR CLIENT'S GUESTS USE OF OR PRESENCE UPON BCS AND ITS FACILITIES OR PARTICIPATION IN A BCS SPONSORED ACTIVITY**, including without limitation, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. It is the responsibility of Client to carry full and complete insurance coverage on his/her horse, personal property (including, but not limited to, horse trailers), himself/herself, children and guests.
3. Should the Client request transportation of his/her horse(s), or transportation of said horse(s) is deemed necessary by BCS, it is also agreed that Client waives, releases, discharges and holds harmless BCS, its owners, agents and employees, and all other persons from any and all rights, claims or liabilities for damages or for any and all injuries that might be sustained by the Client or his/her horse(s) prior to or during

Initial _____

transportation.

4. Client hereby agrees to hold BCS and its successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever, and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs, or expenses arising out of Client's or Client's guests' use of or presence upon BCS property, facilities, and horses, including without limitation, those based on death, bodily injury, property damage, including consequential damages. Client agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

5. Client agrees to indemnify and defend BCS against, and hold it harmless from any and all claims, causes of action, damages, judgments, costs, or expenses, including attorneys' fees which in any way arise from Client's or Client's guests' use of or presence upon BCS property, facilities, and horses or from participation in a BCS sponsored activity, program, or show.

Client Name

Signature of Client (Parent or Guardian if Client is a Minor)

Date

Initial _____