

Franktown Meadows

EQUESTRIAN FACILITY

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RELEASE, INDEMNITY AND WAIVER OF CLAIM FOR INJURY OR DAMAGE

YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I hereby acknowledge that I have voluntarily either applied to board a horse with FRANKTOWN MEADOWS, Inc., a Nevada corporation or to participate in instruction or training at FRANKTOWN MEADOWS facilities or conduct activities at the Property (collectively, the "Horse Activities"). In consideration for permitted to participate in such Horse Activities, I agree as follows:

1. I understand that the horse stabling, training, exercising, and riding are by nature dangerous activities that involve the risk of serious injury and/or death and/or property damage. With such knowledge, I voluntarily undertake the Horse Activities with knowledge of the danger involved and hereby agree to accept all risks of injury or damage. Accordingly, I hereby release, waive, discharge and covenant not only FRANKTOWN MEADOWS, Inc., its officers, directors, shareholders, employees, heirs, and agents (collectively the "Releasees") from, and in connection with, all liability, claims, demands, causes of action, dangers, costs, and expenses arising out of or in any way relating to damages, death, liability, or injury to me and or representatives, distributes, guardians, assigns, heirs, successors, and my personal property and resulting from, or in any way relating to: (i) the negligence or other acts, howsoever caused, Releasees, or (ii) in connection with any Horse Activities at the Property. I hereby assume all riding damage, death or injury to me or my property, and I am that the Releasees shall be exempted from liability whatsoever with respect to my activities at the Property, except in the event of the intended misconduct of the Releasees. To the fullest extent permitted by law, such assumption, waiver and extended from liability shall include, with limitation, any damages, losses, costs, expenses (including reasonable attorney fees), liabilities, court actions or proceedings arising in connection with any of the matters described herein.

2. To the fullest extent permitted by law, I shall indemnify, defend, protect and hold Releasees harmless and against any and all claims, loss, costs, liability, damage and expense, including without limiting reasonable attorneys' fees, incurred in connection with or arising in whole or in part from any cause whatsoever in, or on or about the Property, including without limitation (i) damage, injury or death to me, my horse or any personal property, (ii) any damage, injury or death to any person or property arising from or resulting from my participation in any Horse Activities at the Property, (iii) the use or manner of use of the Property by me or any or my invitees, employees or family members (iv) the condition of the Property, and (v) any of my acts, omissions or negligence in, on or about the Property, or the acts, omissions or negligence of my invitees, employees or family members in, on or about the Property.

3. I have inspected the stable, indoor riding ring, outdoor riding areas, paddocks, and the remainder of the Property, and accept them in their natural condition, understanding by reason of the natures they may have hidden or obvious defects. I agree not to hold FRANKTOWN MEADOWS, Inc., its officers, directors, shareholders, employees, heirs, and agents liable for any injury to persons, horses, or property caused by reason of any such defect.

**FRANKTOWN MEADOWS, INC. RELEASE, INDEMNITY
AND WAIVER OF CLAIM FOR INJURY OR DAMAGE**

4. I represent that I will undertake only those horse-related activities that I am competent to perform and will not permit any other person to use any of my horses unless such person is certain that such person is

competent to do so. I, therefore, release the Releasees from any liability whatsoever for personal injury or property damage to me or any person on the Property for Horse Activities or other purposes with my permission, whether or not such person is under instruction by any other person at the time of such injury or damage.

5. I further understand that FRANKTOWN MEADOWS, Inc. is a corporation which leases the Property and is under no obligation to provide insurance for me or my invitees, family or employees, or my horses or property. If I chose to leave saddles, tack, trailers, or other property on the Property, FRANKTOWN MEADOWS, Inc. may at its discretion, permit me to do so as an accommodation only, but shall not be responsible for theft, loss or damage to any such property.

6. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Nevada and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. Any controversy between me and Releasees involving construction, application, interpretation or enforcement of any of the terms, provisions or conditions of this Agreement, on the written request of either party served on the other, shall be submitted to mandatory and binding arbitration. Said arbitration shall comply with and be governed by the provisions of the Nevada's Uniform Arbitration Act. The undersigned and Releasees shall each appoint one (1) person to hear and determine the dispute. If the two (2) so appointed as arbitrators are unable to agree, then those persons shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties.

8. Any arbitration or court proceeding shall be conducted in Washoe County, Nevada.

9. The prevailing party shall be entitled to reasonable attorney's fees incurred in such dispute, arbitration and court proceedings.

I have carefully read this Release, Indemnity and Waiver of Claim for Injury or Damage and fully understand its contents. I am aware that this is a release of liability and a contract between myself and FRANKTOWN MEADOWS, Inc. and the other Releasees, and each of them, and sign it on my own free will, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Participant(s) _____ Age(s) _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

Name of Parents/Legal Guardian _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

Participant Signature _____ Dated _____

Parent/Legal Guardian _____