

ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS AGREEMENT

NOTICE: Please read this Agreement before signing. Signing this Agreement affirms that you have read it and understand it in its entirety.

The Equine Activity Liability Act of the Commonwealth of Virginia, VA. Code Ann. § 3.2-6200 et.seq. (the "Act"), states among its statutory provisions that "Intrinsic dangers in equine activities, include (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability." The Act further provides for participants and their parents, guardians, or representatives to assume all risks and waive any claim against or recovery from any "equine activity sponsor," "equine professional," or any other person for injury, loss, damage, or death of a participant resulting from any of the intrinsic dangers of equine activities."

BY SIGNING THIS AGREEMENT, YOU AGREE THAT YOU HAVE (I) FULLY READ AND FULLY UNDERSTAND THIS RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS, (II) HAVE CONSULTED AND RELIED UPON YOUR OWN ADVISORS ON ALL QUESTIONS IN CONNECTION HEREWITH, (III) HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION HEREWITH, (IV) ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE AND OTHER ACTIVITIES ON MUSTARD SEED STABLES, AND (V) DETERMINED THAT THE POSSIBLE BENEFITS TO MYSELF/MINOR CHILD ARE GREATER THAN THE RISKS ASSUMED.

Sprout Therapeutic Riding and Education Center, Inc. ("Sprout"), is a non-profit entity providing horseback riding and other activities for individuals with and without disabilities. Mustard Seed Stables, LLC (property owners) are "equine activity sponsors" and/or "equine professionals" within the meaning of the Act, and together with their respective officers, directors, board members, agents, owners, employees, representatives, successors, and assigns are herein individually and collectively referred to as the "Released Parties". Other activities that may be conducted by one or more of the Released Parties may include (a) hippotherapy and therapeutic riding programs, animal assisted therapy and horticultural and other farm related activities, in each case, for individuals with and without disabilities, (b) educating the public by raising awareness about the special needs of individuals with disabilities (c) creating and providing fun and memorable instruction in a farm environment for children and adults in order to stimulate curiosity and inspire learning. By signing this Agreement, you agree, on your own behalf and on behalf of your minor participants to release and waive all rights for all manner of claims, demands, and damages of every kind and nature whatsoever, which the undersigned or said minor may now or in the future have against any of the Released Parties on account of any personal injuries, physical or mental condition, known or unknown, to the person of said minor, and the treatment thereof, as a result or, or in any way growing out of the acts of any of the Released Parties, including but not limited to their negligence or gross negligence, in providing services and/or activities above described or in any way incidental thereto, and you assume all risks in connection therewith.

Additional terms and conditions:

1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia 3.2-6200 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 the Released Parties the fullest protection of a release, waiver of right to sue and assumption of all risks, which is afforded by the Act and by general law.
2. All pronouns shall be construed to include the masculine, feminine or neuter as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.
3. The party executing this Agreement, on his own behalf and on behalf of his minors (such person(s) are sometimes herein referred to as a "participant"), 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

Please Initial

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 reaction; (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 foreseeably 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; (viii) the dangers of being struck by an equine, by a rider or by a hound; (ix) any negligent act or omission by any of the Released Parties which causes or results in the death or personal injury of the participant or damage to the participant's property; and all other risks associated with horseback riding, ground work and all related activities.

4. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter against all of the Released Parties for death, personal injury or property damage which is in any way associated with the Risks; he does hereby WAIVE his right to sue or bring any action against all of the Released Parties in connection therewith; he agrees to INDEMNIFY and DEFEND the Released Parties from and to HOLD the Released Parties 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 3, above.

5. The participant hereby authorizes and consents to any emergency, medical care that 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 any activity while on the Farm, including, any equine activity.

6. This 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 Sprout, Stables and the Property Owner.

7. To the extent possible, this Agreement shall be construed in such a 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.

8. If this Agreement is executed by the undersigned participant for an 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 solely on his own behalf.

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

PARTICIPANT NAME: _____ **DATE:** _____

18 OR OLDER: PARTICIPANT/AUTHORIZED REPRESENTATIVE SIGNATURE: _____

IF UNDER 18 LEGAL GUARDIAN/AUTHORIZED REPRESENTATIVE SIGNATURE: _____

TELEPHONE: _____ **ADDRESS:** _____ **EMAIL:** _____