

WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION AGREEMENT

WARNING UNDER LOUISIANA LAW, A FARM ANIMAL ACTIVITY SPONSOR OR FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A FARM ANIMAL ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE FARM ANIMAL ACTIVITY, PURSUANT TO R.S. 9:2795.1.

I, _____, as a guest and invitee of JACK R. GAMBLE, JR., LLC, a Louisiana limited liability company, or any of its affiliated entities, including without limitation, ST. LUCIA PLANTATION, LLC, EIGHTFOLD FARMS, L.L.C., EIGHTFOLD EQUESTRIAN TACK AND APPAREL, L.L.C., or the "Eightfold Riding Club" (collectively called the "Gamble Entities"), or of any of the officers, members or employees of any of the Gamble Entities, realize that it is reasonably foreseeable that injuries to my person or damage to my property may result while I am on premises owned and/or leased by Gamble. I understand that there is risk of injury associated with riding horseback and other outdoor activities like those typically pursued on Premises owned, leased or occupied by any of the Gamble Entities, and I acknowledge that being around others who are engaged in such activities, particularly because large animals are being utilized and ridden, poses significant risk of injury. I also understand that Gamble owns and operates a "horse gym", a horse "swimming pond" and other horseback riding and training facilities, and I acknowledge that "loading" and "unloading" a horse on the "horse gym", riding horseback, interacting with horses, and participating in the "horse gym" the "swimming pond" or any of the other horseback riding and training facilities is inherently dangerous. I acknowledge that death and serious bodily injury are inherent risks of engaging in horseback riding and interacting with horses and participating in any of the various activities related to horses and undertaken on Premises owned, leased or occupied by any of the Gamble Entities.

With knowledge of the risks inherent and the dangers involved in horseback riding, interacting with horses, and participating in any of the various activities related to horses and undertaken on Premises owned, leased or occupied by any of the Gamble Entities, I agree to assume, and do assume, without any reservations, all risks of injury to my person or property and all other losses and damage of every kind to myself and to any of my minor children riding or engaging in the aforementioned activities with me, thereby releasing and forever discharging the Gamble Entities, and each of their Members, officers, agents, employees, and other invitees from any and all liability whatsoever to me and to any minor child of mine for any injury or loss I or any minor child of mine may suffer while on Premises owned, leased or occupied by any of the Gamble Entities or while riding on a horse owned and/or maintained by Gamble, its Members, officers, agents, employees, or any of them. **I FURTHER AGREE TO INDEMNIFY AND HOLD EACH OF GAMBLE ENTITIES, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, AGENTS, EMPLOYEES AND OTHER INVITEES ON PREMISES OWNED, LEASED OR OCCUPIED BY ANY OF THE GAMBLE ENTITIES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND OTHER LIABILITIES INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF, CONNECTED WITH OR OTHERWISE RESULTING FROM MY VISIT AND THE VISIT OF ANY OF MY MINOR CHILDREN TO THE PREMISES OWNED AND/OR LEASED BY ANY OF THE GAMBLE ENTITIES OR RESULTING FROM ANY ACCIDENT INVOLVING OR RELATED TO A HORSE OWNED AND/OR OPERATED BY ANY OF THE GAMBLE ENTITIES OR BY ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, AGENTS, EMPLOYEES AND OTHER INVITEES, OR ANY OF THEM.** The foregoing releases, indemnifications and hold harmless agreements by me shall be valid even if the Gamble Entities, or any of their Members, officers, agents, employees, and other invitees use or maintain a horse, or accessories incidental to training and maintain horses, in violation of any law or regulation, or otherwise in an unsafe manner, provided that no party shall be deemed released from liability to me for intentional or gross fault of that party that causes damages to me or to my minor children.

I further agree to the following:

1. I agree that if I engage in any horse riding activities on premises owned, leased or occupied by any of the Gamble Entities, that I must be a member of "Gamble Riding Club".
2. I will comply with all regulations relating to horses and horse training, established by the State of Louisiana.
3. I will only ride and interact with horses which I believe are properly trained and with which I am fully familiar.
4. I will refrain from drinking alcohol or using any medication which would impair my abilities to control or interact with horses, before or while engaging in any horse riding activities on premises owned, leased or occupied by any of the Gamble Entities.
5. **I WILL HOLD HARMLESS AND INDEMNIFY EACH OF GAMBLE ENTITIES, AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, AGENTS, EMPLOYEES AND OTHER INVITEES ON**

PREMISES OWNED, LEASED OR OCCUPIED BY ANY OF THE GAMBLE ENTITIES against any property damage or personal injury caused by road hazards, animals (whether domestic or wild), reptiles or insects.

6. I agree to pay any fee and complete any training course required by the Gamble Entities or any of them, prior to entering premises owned, leased or occupied by any of the Gamble Entities.
7. I will remain with any horse I bring on premises owned, leased or occupied by any of the Gamble Entities at all times.
8. I promise and assure the Gamble Entities that I will wear and each of my minor children will wear an ASTM/SEI certified helmet when riding a horse or participating in horseback riding, interacting with horses, or participating in any of the various activities related to horses and undertaken on premises owned, leased or occupied by any of the Gamble Entities.
9. None of the Gamble Entities or their respective members, officers, agents, employees and other invitees are responsible to me or to my minor child(ren) for providing or otherwise making available an ASTM/SEI certified helmet or any other safety equipment or for the adequacy of protection afforded by any such helmet or other safety equipment that I obtain from them, it being agreed by me that if any helmets or equipment owned by the Gamble Entities or any of them should be inadequate or defective, I will look solely to the maker or manufacturer of that equipment for any recourse and not to any of the Gamble Entities.

I am providing this WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION AGREEMENT for myself and on behalf of the following of my minor children:

Print Child's name

Print Child's name

Print Child's name

I represent and warrant to the Gamble Entities and each of them that I have full and complete authority to bind my minor child to this Agreement.

All releases, indemnity agreements and hold harmless agreements set forth above are limited by the following: This release, indemnity agreement and hold harmless agreement shall not exclude or limit liability of any party who injures me or my minor children through that particular party's intentional or gross fault or to any party who personally causes physical injury to me.

I have read and fully understand this instrument and acknowledge that my execution hereof is completely voluntary and extends and continues in force at any time I am on premises owned, leased or occupied by any of the Gamble Entities.

SIGNATURE

DATE

PRINT NAME

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