

## General Release and Indemnity Agreement

I, the undersigned individual (hereinafter "**I**" or "**me**" or "**my**" or "**myself**" whether an individual or legally formed entity) hereby agrees to hold harmless, and release **DP59, LLC AND DIAMOND PROPERTY MANAGEMENT LLC** and the members, partners, officers and employees thereof (hereinafter "**Owner**") and **REVOLUTION EQUESTRIAN, LLC** and the members, partners, officers and employees thereof (collectively, "**Revolution**") from all liability for any accident or injury sustained by me, my employees, representatives, heirs, dependents, boarders, students or guests and any person accompanying such persons while on or about the premises situated at **15 KIRBY HILL ROAD, PAWLING, NY 12564** other than the claims, demands, suits, actions, losses, penalties, damages (whether actual, punitive, consequential or otherwise), authorized settlements, and all other liabilities and associated costs and expenses, including attorney's fees, expert's fees, costs of investigation and other costs of litigation (collectively, "**Losses**"), arising out of or relating to (i) Owner's breach of any provision of its Lease with Revolution; or (ii) any negligent, grossly negligent or intentional acts, errors or omissions by Owner, its employees, officers, agents or representatives (all of the foregoing being collectively called "**Excluded Liabilities**").

I do further agree that I shall not bring any claims, demand, legal actions or causes of action against Owner and/or Owner's associates and Revolution and/or Revolution's associates, for any economic or non-economic Losses due to bodily injury, death, property damage or loss sustained by me or anyone else at the premises or from operations including but not limited to any equine activity, whether riding, handling, or otherwise related to horses owned or controlled by me; provided, I am not waiving my right to pursue any claim for any Loss arising from or relating to any Excluded Liabilities.

To the fullest extent permitted by law, I agree that I shall indemnify, defend and hold harmless, Owner and Revolution against all Losses arising from or relating to any accident or injury to persons or damage to any property, including horses or other animals arising out of or relating to any negligence, gross negligence or willful misconduct by me, my employees, officers, agents or representatives. I agree that any horses owned or leased or in the care, custody or control of myself or my guests or invitees are not in the care, custody or control of Owner or Revolution. It is understood that whenever the word Owner or Revolution is used in this agreement, it shall also include the landowner(s) and/or stable owner(s), other trainers or independent contractors, employees and any other individual related to the ownership or management of the facilities.

As one controlling horses or other animals on the premises I recognize the intrinsic dangers of equine activities including but not limited to the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around animals; the unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or other animals, certain hazards such as surface and subsurface conditions; collisions with other animals or objects; and 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. I further recognize that all equestrian related activities are extremely dangerous, that accidents involving horses are frequent, that the condition of the land is often hazardous, and the ring footing is not perfect. Injuries incurred in horseback riding can be severe, requiring hospital stays and resulting in lasting residual effects. In view of this knowledge, I undertake full responsibility for any harm or injury that may occur to myself, my assets and any other person or property within my care, control or training other than any harm or injury arising from any Owner Liabilities. With full knowledge, I release Owner and Revolution from responsibility for Losses, including, without limitation, accidents or injuries to horses, riders, guests, spectators, employees, agents or any other person while at or about the premises at my invitation or request, other than Losses arising from or relating to any Excluded Liabilities. I acknowledge that I had the opportunity to examine Owner's facilities and trails, and I am satisfied that the conditions of the premises are reasonably safe and maintained, to the extent that it is reasonably within Owner's or Revolution's control to do so. I further acknowledge that Owner and Revolution are not responsible for

elements of nature such as thunder, lightning, wild or domestic animals, stinging or biting insects, and other factors outside of Owner's or Revolution's control that can frighten a horse, cause it to fall, rear, or react in some other unsafe way.

By signing this General Release and Indemnity Agreement, I acknowledge that I have adequate medical insurance coverage for myself (as I shall determine to be adequate). I further agree that the undersigned, my employees, representatives, heirs, dependents and or guests shall have no right or action against Owner or Revolution or its independent contractors, or trainers except as to the Excluded Liabilities. I further agree that this General Release and Indemnity Agreement shall be in addition to and not in lieu of any other release and does not amend, modify or cancel any release or liability waiver I have previously provided or may provide in the future and all such releases to the fullest extent permitted under applicable law shall be read to be supplemental and not contradictory.

**I acknowledge that I have been warned and advised by Owner and Revolution that anyone on the premises and on or near horses should at all times, wear protective headgear while mounting, riding, dismounting and otherwise being in close proximity to any horse, and that such headgear may prevent or reduce the severity of some head injuries and may even prevent death as the result of a fall or other occurrence.**

I agree that should any lawsuit be instituted by any party in connection with this General Release and Indemnity Agreement, then it must be venued in the Supreme Court of New York State, Dutchess County, and said suit shall be determined without a jury by a Dutchess County Supreme Court Justice.

In the event any of the enumerated provisions is found to be invalid, illegal or unenforceable, the remaining provisions are severable, shall survive and are fully valid and enforceable.

Signed this date: \_\_\_\_\_  
Date

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

Name (Printed): \_\_\_\_\_

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

Phone Number \_\_\_\_\_