

EXHIBIT C

RELEASE AND WAIVER

Mayfield Farm

NAME _____
(rider's or facility user's name. Hereinafter referred to as "Rider")
ADDRESS _____

PHONE (HOME) _____
(BUSINESS) _____

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this Agreement, you waive your right to bring a court action to recover compensation or to obtain any other remedy for any injury resulting from your use of the farm premises, facilities, horses or equipment owned, leased or otherwise in control of *Kay Pfaff, Cool Breeze Equine LLC, Mayfield Farm LLC and/or Mayfield LLC, Gretchen Brevnov, Boris Brevnov, family, children, invitees and employees, including Larry Glascock, Kristin Noggle, (hereinafter "Mayfield Farm")*

Acknowledgment and Assumption of Risk

By signing this Agreement, I, _____
(print name of Rider/Driver or of legal guardian if Rider is under the age of 18)

hereby acknowledge and agree that **horseback riding and/or horse driving is a dangerous activity** and that there are many obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Likewise, I acknowledge that there are inherent risks and dangers associated with pasture, paddock and stable routines involving horses. I recognize that such risks include, but are not limited to: (i) the propensity of a horse or pony to behave in dangerous ways which may result in injury to me or others or in damage to my or other's property, including to other horses or ponies, (ii) the inability to predict a horse's or pony's reaction to sounds, movements, objects, persons, or animals, (iii) that horses are creatures of independent action and may act unpredictably at any time with or without a recognizable stimulus, (iv) that there are hazards of surface or subsurface conditions, including, but not limited to, objects or conditions on, under or protruding from the surface, cliffs, rocks, holes, fences, stumps, logs, ditches, debris or other objects, whether latent or patent, (v) that there are latent dangers present in all types of equipment, tools, vehicles and machinery used in and around a working stable, (vi) that items of saddlery and tack may have weaknesses and flaws, both latent and patent, and (vii) that there may be a negligent act or omission, whether or not in combination with any of the above enumerated risks, by any guest, invitee, agent, employee, child or customer of *Mayfield Farm*. I understand that such risks may cause, contribute to or result in serious injury or death, and I hereby agree to assume all such risks, both enumerated and not enumerated, associated with these equestrian activities.

Waiver/Release/Indemnification and Covenant Not to Sue

As part of the consideration for my/Rider's use of the premises, equipment, services and/or horses owned by *Mayfield Farm*, **I hereby agree to release from liability, indemnify and hold harmless *Mayfield Farm*, their guests, invitees, agents, or employees and do hereby waive any right I, my heirs, representatives or assigns may have against *Mayfield Farm*, their guests, invitees, agents or employees to assert any cause of action, claim or demand of any nature whatsoever, including a claim for negligence, but other than a claim for gross negligence or willful or wanton misconduct, which I my heirs or assigns may have now or in the future, on account of personal injury or death, property damage, injury or illness to any horse owned by Rider, or accident of any kind, however the injury or damage is caused (other than by wanton or willful misconduct), including but not limited to the negligence of any guest, invitee, agent, employee, child or customer of *Mayfield Farm* or conduct of any party connected in any way with *Mayfield Farm*.**

Virginia Equine Activity Liability Act

I understand that this Release is given under Virginia's Equine Activity Liability Act (Va. Code SS 3.1 - 796.130 through .133), as it may now provide or hereafter be amended (the "act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated into this Release by reference. This Release shall be construed so as to provide *Mayfield Farm*, their guests, invitees, agents, or employees the fullest protection afforded by the Act.

Protective Headgear Requirement

I have been fully warned and advised that Rider should purchase and wear protective headgear (an approved helmet), and that wearing such helmet while mounting, riding, dismounting and otherwise while being around horses, may prevent or reduce severity of those head injuries and even prevent death from happening as a result of a fall or other occurrences. I understand that riding helmets are strictly required for Riders at all times while mounted.

Health Care Authorization

I recognize that personal health insurance is a prerequisite to riding on the premises or in any other way using the facility. Should any medical treatment be required, I and/ or my own accident/medical insurance company shall pay for all such incurred expenses.

My medical insurance company is: _____ POLICY#: _____

Authority is hereby given for *Mayfield Farm*, their guests, invitees, agents or employees to make health care arrangements for me (or my child, if signer is parent or guardian) in the event of an accident, injury or illness. I also hereby authorize any necessary veterinary arrangements for my horse(s) in the event of an injury, accident or illness.

IN CASE OF EMERGENCY, NOTIFY: _____

Telephone: _____

Scope of Release

To the extent possible, this Release shall be construed in such a manner as will render it fully enforceable; but if any provision is found to be unenforceable, such provision (or so much thereof as is found to be unenforceable) shall be deleted and the remainder of this Release shall continue in full force and effect. This Release is executed in Loudoun County and Fauquier County, Virginia and the parties agree that Virginia law shall govern any dispute connected herewith.

(signatory must write in the above space: I HAVE READ AND UNDERSTAND THE ABOVE)

IN WITNESS WHEREOF, this instrument is duly executed this day, _____ (DATE)

(signature of Rider/Driver's or Rider's parent or legal guardian)