#  WYNDHAM OAKS, LLC

# RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION

# *This document waives important legal rights. Read it carefully before signing.*

# In consideration for allowing me to use the premises and facilities known as Wyndham Oaks, LLC and located at 19301 Bucklodge Road (the ‘Premises”) I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree to the following:

I AGREE that I choose to participate voluntarily in an equestrian activity, including but not limited to mounted or unmounted leading of a horse, grooming, riding, or watching others as a rider, handler, lessee, owner, agent, coach, trainer, volunteer, working student, groom, independent contractor or as parent or guardian of a minor who wishes to do so. I am fully aware and acknowledge that equestrian activities involve dangerous risks including but not limited to accidents, loss, and serious bodily injury including, but not limited to broken bones, head injuries, trauma, pain, suffering, or death ("Harm").

I AGREE to release Wyndham Oaks, LLC, its owners and staff (hereinafter collectively referred to as “Operator”) from all claims for money damages or otherwise for any Harm to me, my horse or others and for Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the Operator.

I AGREE to expressly assume all risks of Harm to my horse, including Harm resulting from the negligence of the Operator.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) the Operator and to hold the Operator harmless with respect to claims for Harm to me or my horse and for claims made by others for any Harm caused by me or my horse while on the Premises.

I understand about protective equipment and I agree to wear protective equipment, including but not limited to ASTM FEI approved riding helmets, at all times while mounted. I understand that no protective equipment can guard against all injuries.

If I am a parent or guardian of a minor, I consent to the child's participation in equestrian activities while on the Premises. I AGREE to all of the above provisions and AGREE to assume all of the obligations of this Release on the child's behalf. Furthermore, I understand that I must be present on the Premises at all times while the minor is present.

I AGREE that I have the requisite training, coaching and riding abilities to safely participate in equestrian activities on the Premises.

BY SIGNING BELOW, I AGREE to be bound by the Release, Assumption of Risk, Waiver, and Indemnification and all provisions above.

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

Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If a minor, Signature of parent or guardian on behalf of minor agreeing to terms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or guardian name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_