

**TAMARACK FARM
362 THATCHERS MILL ROAD
PARIS, KENTUCKY 40361
859-707-5854**

RIDER'S RELEASE AND HOLD HARMLESS AGREEMENT

WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

HELMET WARNING: ALL RIDERS MUST WEAR AN APPROPRIATE SAFETY HELMET DESIGNED FOR EQUINE ACTIVITIES. MANAGEMENT SHALL NOT BE HELD LIABLE FOR DEATH OR INJURY TO ANY PARTICIPANT FAILING TO WEAR PROPER PROTECTIVE HEAD GEAR.

In consideration for participating in horse-related/farm animal activities connected with CASTNER INVESTMENTS, LLC doing business as TAMARACK FARM, (collectively "Releasees") the undersigned farm animal activity participant (RIDER) hereby agrees as follows:

REGISTRATION OF RIDER AND PURPOSE OF AGREEMENT:

I, the following listed individual hereinafter known as the "RIDER" and the parents or legal guardian thereof if a minor, do hereby voluntarily agree to participate in horse riding or horse activities on and about the Releasees' operating property under the ownership of CASTNER INVESTMENTS, LLC, doing business as TAMARACK FARM, that RIDER will ride a horse provided to him or her by Releasees, his or her own horse, or one borrowed or leased by RIDER'S own arrangement, today and on all future dates:

_____ (RIDER) _____ (age, if under 18)
Print name of participant

Print name of minor participant's legal guardian(s)

SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon me, the RIDER, and the parents or guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and parental representatives. This agreement shall be interpreted according to the laws of the Commonwealth of Kentucky, and litigated exclusively in Bourbon County, Kentucky. If any clause, phrase or word is in conflict with the laws of the Commonwealth of Kentucky then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDER" herein shall refer to riding, instruction in, or otherwise handling of or being near horses, ponies, mules or donkeys whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse or otherwise handles or comes near a horse from the ground. The terms "I",

“me”, and “my” shall herein refer to the above RIDER and the parents or legal guardians thereof if a minor.

INHERENT RISK OF ACTIVITY AND ASSUMPTION OF RISKS: I understand that horseback riding is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. The inherent risks include, but are not limited to the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of a horse’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other horses or objects; the potential of a participant to act in a negligent manner that may contribute to injury of another participant or others, such as failing to maintain control over the animal or not acting within his or her ability; and the limited availability of emergency medical care.

RIDER RESPONSIBILITY: RIDER acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. RIDER assumes all risks in connection therewith for RIDER and any family member or other person accompanying RIDER, and expressly waives any claims for any injury of loss arising therefrom. RIDER agrees to abide by and follow RELEASEES’ rules and regulations, which shall be posted and/or available from time to time. RIDER further acknowledges that the behavior of any animal is contingent to some extent upon the ability of RIDER. RIDER assumes all risks therefor and warrants a full and fair disclosure of RIDER’S abilities has been made to RELEASEES.

RIDING HELMET AND APPAREL WARNING: RIDER acknowledges that all horse handlers and RIDERS should wear protective headgear which meets or exceeds the quality standards of the SEI certified ASTM standard while riding and being near horses and understands the wearing of such helmet may reduce the severity of any injury incurred, and if RIDER chooses not to wear such helmet, RIDER assumes all such risk of injury resulting therefrom. **RIDER further agrees that all minors must wear protective headgear while riding.** The RIDER shall be responsible for his or her own safety and that of an unborn child if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. RELEASEES ADVISE PREGNANT WOMEN NOT TO RIDE HORSES. RIDER acknowledges that riding boots and protective clothing such as vests should be worn while riding, and RIDER assumes the risk of injury if he or she chooses not to wear riding boots and/or protective clothing.

CONDITIONS OF NATURE: RELEASEES are not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. These acts may include, but are not limited to, thunder, lightning, rain, wind, other horses, wild or domestic animals, insects or reptiles which may walk, run, fly near, bite and/or sting a horse or person. Further, RELEASEES are not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, pastures or trails) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, RELEASEES are not responsible for activities engaged in by others such as, but not limited to hunters (shooting guns, for example), railroad engineers (operating trains, for example), helicopter and/or airplane pilots (flying overhead, for example) or car drivers or occupants (honking horns or throwing objects to scare a horse, for example).

INSPECTION OF PREMISES: RIDER acknowledges that RIDER has had either the opportunity to inspect or has actually inspected RELEASEES’ facilities, trails and neighboring properties and is satisfied that all premises are reasonable safe for RIDER’S intended purpose, usage and presence.

ACCIDENTAL AND PERSONAL LIABILITY INSURANCE: RIDER agrees that should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses and deductibles. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability insurance carrier shall pay for such damages.

RELEASE AND HOLD HARMLESS: RIDER agrees that in consideration of RELEASEES allowing my participation in these activities under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward or other parent, heirs, administrators, personal representatives or assigns, do hereby agree to release and hold harmless RELEASEES, its owners, agents, independent contractors, employees, officers, directors, representatives, assigns, members, owners of premises and trails (whether or not such premises or trails are owned by RELEASEES), affiliated organizations and insurers and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES") of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated except for what may have been caused by the RELEASEES' ordinary &/or gross negligence. I do further agree that except in the event of RELEASEES' negligence and/or willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against RELEASEES and its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of RELEASEES, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of RELEASEES, whether on or off the premises of RELEASEES. **RIDER agrees and understands that the limitations of the liability of RELEASEES and the waiver of RIDER'S rights to seek compensation from RELEASEES for injury or damages suffered by RIDER in connection with equine activities and operations on RELEASEE'S premises provided for by the Release are subject to the legal rights and duties of the parties as provided for by Kentucky state law, and that, by signing this Release, RIDER is acknowledging the limitation imposed on his or her rights imposed by Kentucky state law, but is also knowingly and voluntarily agreeing to further limitations on his or her rights to seek compensation for injury or other damages in connection with any and all equine activities and facility operations on RELEASEES' premises, save and except for the negligence and/or misconduct of RELEASEES and/or its owner's, agents, and/or employees.**

PERSONAL PROPERTY: RIDER acknowledges that while on RELEASEES' premises, direct loss or damage, theft, or injury to RIDER's horses, tack or equipment is not covered by RELEASEES' insurance. RELEASEES shall not be responsible for such loss, damaged, stolen or injured property. RIDER understands that he or she is responsible for carrying his or her own health insurance and personal property insurance.

GOVERNING LAWS, SEVERABILITY AND COMPLETENESS: This Agreement shall be governed by the laws of the State of Kentucky, and will be enforced and interpreted pursuant to such laws. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. The parties agree that this document contains important warnings and the parties understand that no oral representations or statements made by the parties will modify or invalidate any portion of this agreement and the parties do not rely on any oral representations or statements made by the other party that may seem to be contrary to, limit, or modify the above warnings and agreements.

THE PARTIES HAVE READ THIS DOCUMENT AND UNDERSTAND THE WARNINGS AND AGREEMENTS CONTAINED HEREIN AND AGREE ON BEHALF OF THEMSELVES, THEIR HEIRS, THEIR EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND/OR REPRESENTATIVES, AND IF APPROPRIATE ON

