

THUDNER RIDGE FARMS, LLC
160 ESPOSITO ROAD, PHILLIPSBURG, NJ 08865
T: (484) 221-3950; (484) 554-3354

**WAIVER AND RELEASE FROM LIABILITY,
EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**
READ CAREFULLY BEFORE SIGNING

I agree to this WAIVER AND RELEASE FROM LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement") with Thunder Ridge Farms and New Horizon Equine Academy who is/are a corporation or LLC (hereafter referred to as "**Stable**") as a condition for his/her/its/their allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Stable's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "**The Activities**" in this Agreement.)

NAME (Please print clearly): _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

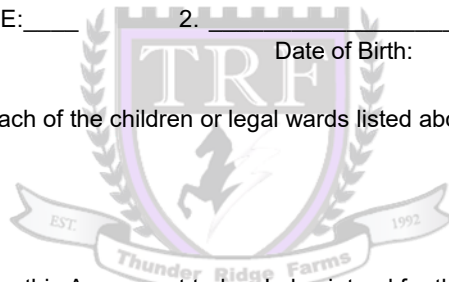
ADDRESS: _____

PHONE: [Home] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____
Date of Birth: _____ Date of Birth: _____

All parts of this Agreement apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this Agreement.]



IT IS AGREED AS FOLLOWS:

1. I understand that although I am signing this Agreement today, I also intend for this Agreement to be valid and binding now and in the future when I engage in any or all of **The Activities** at any location.

2. **Consideration/Binding Effect.** I am signing this Agreement in consideration for being allowed to engage in any or all of The Activities. This Agreement is intended to be valid and binding at all times, now and in the future, when Stable permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

3. **RISKS AND EXPRESS ASSUMPTION OF RISK.** I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals. **I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example,** those dangers which are an integral part of equine animal activity, which shall include but need not be limited to: **a.** The propensity of an equine animal to behave in ways that result in injury, harm, or death to nearby persons; **b.** The unpredictability of an equine animal's reaction to such phenomena as sounds, sudden movement and unfamiliar objects, persons or other animals; **c.** Certain natural hazards, such as surface or subsurface ground conditions; **d.** Collisions with other equine animals or with objects; and **e.** The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, including but not limited to failing to maintain control over the equine animal or not acting within the participant's ability. **I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume**

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all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this Agreement. I am NOT relying on Stable to list all possible equine-related risks in this Agreement or any time, now or in the future.

ADDITIONAL EXPRESS ASSUMPTION OF RISKS: Under New Jersey law “a participant and spectator are deemed to assume the inherent risks of equine animal activities created by equine animals, weather conditions, conditions of trails, riding rings, training tracks, equestrians, and all other inherent conditions. Each participant is assumed to know the range of his ability and it shall be the duty of each participant to conduct himself within the limits of such ability to maintain control of his equine animal and to refrain from acting in a manner which may cause or contribute to the injury of himself or others, loss or damage to person or property, or death which results from participation in an equine animal activity.” **N.J.S.A. 5:15-3.**

INITIAL HERE: _____ **4. WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards) agree to each of the following: (a) Stable and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as “The Released Parties”) shall not be liable for any losses, injuries, or damages that I may sustain as a result of engaging in any of The Activities at any time or at any location; and (b) I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their own ordinary negligence, a violation of a state Equine Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term “damages” in this Agreement means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This Agreement is intended to apply and be binding regardless of whether I/we am/are riding, driving, handling, or near equines. This Agreement is also intended to be valid and binding to the fullest extent allowed under New Jersey law. (In accordance with New Jersey law, I am not releasing The Released Parties from loss, injury, or damage directly caused by reckless or grossly conduct on part of The Released Parties.)

WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c.287 (C.5:15-1 et seq).

INITIAL HERE: _____ **5. INDEMNIFICATION.** To the fullest extent permitted by New Jersey law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my/our participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by **The Released Parties**.

6. ASTM/SEI Helmet/Headgear. I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, handling, driving, or near equines. I am NOT relying on **Stable** to provide a helmet/headgear for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. **If I choose to wear a helmet/headgear, if I choose not to, and the type I may wear are my decisions.**

INITIAL HERE: _____ **7. MEDIA RELEASE.** I authorize this Stable the right to use, publish, and reproduce, for all purposes, my name, pictures of me in film or electronic (video) form, sound and video recordings of my voice, and printed and electronic copy in any and all media including without limitation, cable and broadcast television and the Internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences and in brochures and other print media. This permission extends to all languages, media, formats and markets known or hereafter devised. This permission shall continue in perpetuity unless I revoke the permission in writing. I hereby waive the right to receive any payment for signing this

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release and the right to receive any payment for this Stable's use of any of the material described above for any of the purposes authorized by this release.

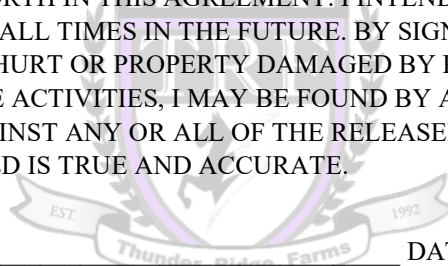
8. Emergencies. Person(s) to Contact in Case of Emergency:

Name: _____

Phone: _____ Relationship: _____

9. New Jersey law applies to this Agreement, and I agree that this Agreement shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This Agreement can only be modified in writing and signed by me and Christopher Chowdhury and/or Barry Kriebel Jr. (on behalf of **Stable**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

10. **STATEMENT OF AWARENESS.** I HAVE READ THIS ENTIRE AGREEMENT (ALL THREE PAGES), FULLY UNDERSTAND IT, AND AGREE TO BE BOUND BY IT; I AM AT OR OVER 18 YEARS OF AGE; I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS AGREEMENT. I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY STABLE REGARDING THIS AGREEMENT, OR ITS TERMS, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT. I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/REN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.



SIGNATURE OF PARTICIPANT/LESSEE/RIDER/PARENT/GUARDIAN DATE _____

PRINT NAME for _____ DATE _____

STABLE REPRESENTATIVE DATE _____

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