

GIFTS FROM ABOVE RANCH, LLC

EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement ("this Agreement") is hereby given by the undersigned (i) to Gifts From Above Ranch, LLC, equine activity sponsor and/or equine professional (in each case, the "sponsor"), (ii) to the sponsor as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted ("owner"), (iii) to Nina Forrester and Jay Forrester, as landowners and as persons who provide facilities for equine activities, and (iv) to each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the sponsor and of each owner (who also shall be included within the words "sponsor" or "owner" as their relationships may determine) and provides as follows:

In consideration for the opportunities provided by the sponsor and each owner to the undersigned (including any minor on whose behalf the undersigned signs this Agreement) (the "participant") for the enjoyment of equine activities as participant, the participant, including any minor participant for whom he signs this Agreement, hereby agrees as follows:

I agree that in consideration for being permitted to participate in the inherently dangerous activity of engaging in equine activities under the instruction of Gifts From Above Ranch, LLC, I agree for myself, my spouse, legal representatives, heirs and assigns to release, waive, and discharge Gifts From Above Ranch, LLC, its officers, employees and agents, and any land owners upon whose facilities Gifts From Above Ranch, LLC operates, from all liability for any and all loss or damage, and any claim for damages resulting therefrom, on account of injury to my person or property, even injury resulting in my death, whether caused by the negligence of the releases or otherwise while I am engaged in any equine activities whatsoever, and any activities collateral to such activities while under the instruction of Gifts From Above Ranch, LLC. I assume full responsibility for the risk of bodily injury, death, or property damage whether due to the negligence of releases or otherwise while on the premises used by Gifts From Above Ranch, LLC.

I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as possible as permitted under the law of the Commonwealth of Virginia, and pursuant to the Equine Activity Liability Act, Code of Virginia Section 3.2-6200, et seq., as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein. This Agreement is given in part under the Virginia Equine Activity Liability Act and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the sponsor and each owner the fullest protection of a release, waiver of right to sue and assumption of all risks that is afforded by the Act, by other applicable statutes, and by general law.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH MY OWN ADVISORS ON ALL

QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE EQUINE PROFESSIONAL, SPONSOR, OR THE OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH. Initials _____

I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I MAY BE WAIVING AND RELEASING CERTAIN IMPORTANT RIGHTS WHICH I MIGHT HAVE IF I DID NOT SIGN THIS AGREEMENT. I AM SIGNING THIS DOCUMENT FREELY, VOLUNTARILY AND WITHOUT ANY COERCION.

Participant (Please print)

Parent/Guardian if under 18 years of age (Please print)

Address (Street)

(City)

(State)

Phone

Email

Signature of Participant or
Parent/Guardian if under 18 years of age

Date

EMERGENCY CONTACT INFORMATION

Name

Relationship to Participant

Telephone Number(s)

Name (Secondary Contact)

Relationship to Participant

Telephone Number(s)