

HORSE USE
RELEASE AND INDEMNIFICATION (MINORS)

This release and indemnification is made by and between the undersigned individual (the "Participant") and Pond View Farm, LLC, Osprey Farm Realty Trust, Sarah Doyle, Tracey Amaral Olsen, Sarah Pallatroni, any and all persons and parties now or hereafter having any interest in the land located at West Tisbury Lot #11, or which any of the foregoing has the right to utilize from time to time (collectively, the "Property"); and any other individual or entity having any connection with or relation to any of the foregoing (collectively "Pond View Farm, LLC, "). Pond View Farm, LLC, , permits individuals to ride on and about the property and owns certain horses (the "Horses") which may be on the property from time to time. As used herein, the word "horse" shall include horses and ponies of every kind. The Participant wishes to utilize the Property for the purpose of horseback riding. **Pond View Farm, LLC will not permit the Participant to utilize the Property without the execution of this release and indemnification which is of material significance to Pond View Farm, LLC, .** The Participant and the Participant's Parents hereby acknowledge and agree that the activities contemplated hereby are "equine activities," that Pond View Farm, LLC, , is an "equine professional" and/or and "equine activity sponsor," and the Participant is a "Participant" all as defined by Massachusetts General Laws Chapter 128, Section 2D.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and the Participant's Parents agrees as follows.

1. **Inherent Risks.** The Participant and the Participant's Parents acknowledge and understand that horses and activities related to horses are inherently dangerous and that there are dangers and risks which are an integral part of equine activities, including but not limited to the propensity of horses 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 conditions and subsurface conditions; collisions with other horses and objects: and, the potential of the Participant to act in a negligent manner that may contribute to injury to himself or herself or others, such as failing to maintain control over the animal or not acting within his or her ability. Despite these inherent risks, that Participant has chosen, and the Participant's Parents have chosen to permit the Participant, to utilize the Property for the purpose of horseback riding (the "Activities").
2. **Participant's Representations.** The Participant hereby warrants and represents that: (a) the Participant is familiar with the horse with which he or she is working and riding; (b) the Participant is aware of the characteristics of the particular horse and has determined that such horse is suitable for trail riding and any other type of riding in which the Participant may engage while on the Property; and (c) the Participant is a competent rider, able to manage such horse at a walk, trot, and canter and when the horse is spooked or otherwise misbehaving, whether in a riding ring, on roads, or on trails. The Participant represents, warrants, covenants and agrees that he or she will not, and the Participant's Parents represent, warrant, covenant and agree that they will not permit the Participant to: (i) ride or otherwise use any horse, whether owned by the Participant or another, in any activity or for any purpose if the Participant is unable to safely manage, control and ride such horse; (ii) allow any person to ride or work with or around any horse owned, leased or under the care, custody or control of the Participant without first determining such person's competency to ride and/or work with and around such horse; (iii) allow any person to use any horse owned, leased or under the care, custody or control of the Participant in any activity or for any purpose if such person is unable safely to ride or manage such horse. The Participant and the Participant's Parents acknowledge that Pond View Farm, LLC, , has and may rely on such representations.
3. **Authorization and Instructions.** The Participant may utilize the Property, subject to courteous behavior and only as follows:
 The Participant may use the riding ring located on the Property, only when accompanied by another rider or during a lesson with a riding instructor licensed by The Commonwealth of Massachusetts. No jumping shall ever be permitted without the presence of a riding instructor licensed by The State of Massachusetts.

The Participant agrees to follow any instructions given by Pond View Farm, LLC, ,, whether orally, in writing, or by sign upon the Property, at all times an not to use the Property in any way which is not specifically authorized above. In no event shall Pond View Farm, LLC, , be held liable for any injury to or death of the Participant or the Participant's Parents due to the Participant or the Participant's Parents non-compliance with the instructions of Pond View Farm, LLC, ,.

4. **Equipment.** The Participant and the Participant's Parents represent, warrant, covenant and agree that; (i) he or she will use his or her own tack and equipment in connection with riding, caring for and working around any horse, whether such horse is owned by the Participant and the Participant's Parents or another, (ii) in any and all events, the Participant and the Participant's Parents will carefully examine all tack and equipment before using it; and (iii) he or she will not use any tack or equipment that upon examination is found to be faulty or in need of repair. The Participant and the Participant's Parents further represent, warrant, covenant and agree that they will not allow any other person to use any tack or equipment owned by them whether or not in connection with the use of a horse owned, leased, or under the care, custody or control of the Participant without first examining such tack or equipment before each use

by such other person and determining that such tack or equipment is not and does not appear to be faulty or in need of repair. The Participant and the Participant's Parents acknowledge and understand that the tack and equipment used in connection with the Activities, including but not limited to saddles, bridles, bits, brushes, pitchforks, shovels, brushes, combs and hoof picks are each given to wear and tear. In the event that the Participant or the Participant's Parents locate any defects or breakage in any tack or equipment owned or utilized by Pond View Farm, LLC, ,, he or she shall immediately notify Pond View Farm, LLC, ,. The Participant's Parents agree that, in the event that the Participant is incapable of inspecting the equipment, which capability shall be determined by the Participant's Parents unless otherwise determined by Pond View Farm, LLC, ,, the Participant's Parents shall be responsible for inspecting all equipment for evidence of defects or breakage. It shall be the Participant and the Participant's Parents' sole responsibility to check all equipment before using it. In no event shall Pond View Farm, LLC, , be held liable for any injury to or death of the Participant and the Participant's Parents caused by any effect in any tack or equipment, whether or not such equipment is owned, utilized and/or provided by Pond View Farm, LLC, ,.

5. **Helmets.** The Participant and the Participant's Parents hereby acknowledges that he or she has been warned of the dangers involved in failing to wear protective headgear and that Pond View Farm, LLC, , **REQUIRES** all individuals to wear ASTM-SEI approved protective headgear at all times while riding any horse on the Property. **IF THE PARTICIPANT IS FOUND RIDING ANY HORSE ON THE PROPERTY WITHOUT A HELMET, THE PARTICIPANT WILL BE REQUIRED TO IMMEDIATELY DISMOUNT AND LEAVE THE PROPERTY.** The Participant and the Participant's Parents hereby specifically remise, release and forever discharge and by this Agreement does for him or herself and his or her heirs, executors and administrators, remise, release and forever discharge Pond View Farm, LLC, , of an from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason or any injury to or death of the Participant resulting from, or aggravated by, the failure of the Participant to wear protective headgear.
6. **Condition of the Land.** The Participant and the Participant's Parents hereby represents and states that he or she has had the opportunity to walk around and inspect the Property and that he or she is familiar with the boundaries of the Property and the location and condition of the riding areas and trails. The Participant understands and acknowledges that the Participant may be riding and/or working in fields, pastures, trails and other land owned by Pond View Farm, LLC, , or which Pond View Farm, LLC, , has permission to use (collectively, the "Land") and that the Land presents certain hazards of which Pond View Farm, LLC, , may be or should be aware. Pond View Farm, LLC, , has not undertaken to inspect the Land for hazards which may exist on the Land and has not undertaken to warn the Participant and the Participant's Parents of any hazards prior to undertaking any activity. The Participant and the Participant's Parents specifically agree to hold Pond View Farm, LLC, , harmless from any injury or death arising from the conditions of the Land and/or the Property.
7. **Release.** The Participant and the Participant's Parents agree that he or she shall not hold Pond View Farm, LLC, , liable for any injury to or death of the Participant resulting from or related to his or her involvement in equine activities, his or her use of the Property and/or the Activities. The Participant and the Participant's Parents hereby remise, release and forever discharge Pond View Farm, LLC, , for him or herself an his or her heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant caused by or in any manner related to equine activities, the Participant's use of the Property, and/or the Activities.
8. **Indemnification.** The Participant and the Participant's Parents further indemnify, agree to defend with counsel acceptable to Pond View Farm, LLC, , and hold Pond View Farm, LLC, , harmless for any injury or damage caused, directly or indirectly, by the Participant or any horse owned, leased or under the care, custody or control of the Participant, to any person or the property of any person (including, without limitation, damage to Pond View Farm, LLC, ,, Pond View Property, the Property, the Land and the Horses). The Participant's Parents hereby acknowledge and agree if the Participant does not have sufficient funds to fully indemnify Pond View Farm, LLC, ,, they shall be personally and jointly and severally liable to Pond View Farm, LLC, , for any such injury or damage.
9. **Acknowledgement of Warnings.** The Participant and the Participant's Parents each acknowledge that he or she has been warned about the risks related to equine activities and the Activities. The Participant and the Participant's Parents are satisfied that he or she understands the risks involved in equine activities and the Activities. By his or her execution of this Release and Indemnification, the Participant and the Participant's Parents agrees to be bound by and comply with the terms hereof and acknowledges that he or she wishes to engage in equine activities and the Activities despite the risks and the potential dangers involved. The Participant and the Participant's Parents has not relied, and will not in the future rely, on any representations, statements or warranties of Pond View Farm, LLC, , which are not specifically set forth herein.

10. **Parental Consent and Waiver of Consortium Claims.** The Participant's Parents hereby warrant and represent that they are the parents and lawful guardians of the Participant. The Participants' Parents, by their execution hereof, hereby agree and assent to the terms hereof and execute this contract on behalf of their minor child, the Participant, intending it to be legally binding and dully enforceable against the Participant and themselves. The Participant's Parents, by the execution hereof, further remise, release and forever discharge for themselves and their heirs, executors and administrators, Pond View Farm, LLC, , of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that they now have or hereafter can or may have or which their heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant, including but not limited to actions for loss or consortium.
11. **Consent to Emergency Medical Care.** In the case of any injury or apparent injury to the Participant while on the Property, the Participant's Parents hereby authorize Pond View Farm, LLC, , and any agent or employee of Pond View Farm, LLC, ,, to seek medical care and attention for him or her, including but not limited to arranging for an ambulance to take the Participant to any medical care facility, transporting the Participant to any medical care facility and consenting to treatment, medication and/or surgery for the Participant provided that any such person shall contact or attempt to contact the Participant's Parents as soon as practicable. The Participant's Parents acknowledge that he or she shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnify and agree to hold harmless Pond View Farm, LLC, , for any costs incurred by Pond View Farm, LLC, , on behalf of or for the benefit of the Participant or the Participant's Parents.
12. **Emergency Veterinary Care.** In the event of any injury to or illness or the horse owned or ridden by the Participant at any time while at the Property, the Participant and the Participant's Parents hereby authorize Pond View Farm, LLC, , to undertake any veterinary care it may deem necessary or advisable under the circumstances, including but not limited to: providing emergency first aid and care to the Participant's horse, contacting a veterinarian, transporting the Participant's horse to any veterinary hospital or clinic, consenting to surgery, medication or any other procedure deemed necessary or advisable by Pond View Farm, LLC, , under the circumstances. The Participant and the Participant's Parents hereby acknowledges that he or she shall be solely responsible for the costs of any such care, medication, services, advice and the like related to veterinary care for the Participant's horse and agree to indemnify and hold Pond View Farm, LLC, , harmless from and against any costs or expenses incurred by it for the benefit of the Participant's horse. In addition, the Participant and the Participant's Parents hereby releases Pond View Farm, LLC, , from and against any and all liability for any injury or damage to the Participant's horse caused by Pond View Farm, LLC, , 's failure to take any action or election to pursue any course of action which Pond View Farm, LLC, , deemed reasonable under the circumstances given the facts known to Pond View Farm, LLC, , at the time such decision was made.
13. **Massachusetts Contract.** This Agreement is a Massachusetts contract and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts, without regard to conflicts of laws principles.

The Participant and the Participant's Parents hereby state under the pains and penalties of perjury that they have read this Release and Indemnification in complete detail. That they understand the consequences of executing this Release and Indemnification and that they execute this Release and Indemnification as an instrument under seal, as of the _____ day of _____, 20____. This Release and Indemnification shall be binding upon the Participant and Participant's Parents each and every time the Participant rides or works with the Horses, without the need for re-execution.

Participant: _____
 Print Name

Participant's Parents: _____
 Print Name

Participant's Parents: _____
 Print Name

WARNING

UNDER MASSACHUSETTS LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PERSUANT TO SECTION 2D OF CHAPTER 128 OF THE GENERAL LAWS.