

ASSUMPTION OF RISK, RELEASE AGREEMENT AND WAIVER OF LIABILITY

I request permission to horseback ride, whether with a horse that I supply or with a horse provided to me by Eaton's Neck LLC, Daugh Corporation, Gilford Trust, Sandpiper Farm, Dr. Laurie Landeau, Merri Ferrell, and/or any other officer, director, member, employee or guest of any other of the above listed individuals/entities, on the property more commonly known as Sandpiper Farm, formerly known as the "Morgan property", located in Eatons Neck, N.Y. (each of these individual/entities shall be referred to herein, collectively, as "Sandpiper Farm". In this regard I warrant and represent that I am a capable rider who is able to safely participate in horseback riding activities.

I fully understand that horseback riding and other horse-related events and/or activities (which includes riding over fences and other obstacles and over dangerous and rough terrain) are very dangerous activities. In addition, I fully understand that horses can be dangerous and unpredictable animals which can cause me serious personal injury and/or death whether I be mounted upon them or not. Recognizing and appreciating these risks, I nevertheless wish to participate in these horseback riding activities and to ride on my horse or one provided to me by Sandpiper Farm, knowing that these activities, as well as horses, are dangerous. I accept and assume all the risk of injury (including death) to myself and to my property or property within my care/custody while undertaking these horseback riding activities at Sandpiper Farm and whether it be with a horse that I supplied or one provided to me by Sandpiper Farm.

In exchange for being permitted to participate in these horseback riding activities and to ride a horse that I supply and/or one that was provided to me by Sandpiper Farm, for myself, my heirs, distributees, guardians, legal representatives, administrators and/or executors, I release and agree not to make or bring any claim of any kind, including, but not limited to any derivative action/claim against Eaton's Neck LLC, Daugh Corporation, Gilford Trust, Sandpiper Farm, Dr. Laurie Landeau, Merri Ferrell, and any officers, directors, members, employees or guests of any other of the above listed individuals/entities, for any injury (including death) to me or for any damage to my property or property within my care/custody whether from anyone's negligence or not, or any other cause, arising out of my participation in these dangerous horseback riding activities and/or from any horse, whether it be mine or another's or one provided to me while at Sandpiper Farm; and I also agree that if anyone makes any claim because of any injury to me (including death), or for any damage to my or another's property or to property within my care/custody, I will keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of those claims and/or derivative actions/claims.

I further represent and warrant that there is presently in existence a medical/hospital policy of insurance that is in full force and effect, which shall cover any and all medical/hospital costs/fees incurred for treatment related to my injuries and/or death sustained in my participation in these activities. Should there be any change or lapse in such medical/hospital policy of insurance, I represent and warrant that I will immediately notify Dr. Laurie Landeau and Merri Ferrell of the same in writing and mailing the same, via certified mail, return receipt requested, to, care of, Merri Ferrell, 202 Lighthouse Road, Northport, N.Y. 11768. In no event, shall Eaton's Neck LLC, Daugh Corporation, Gilford Trust, Sandpiper Farm, Dr. Laurie Landeau, Merri Ferrell, and/or any other officer, director, member, employee or guest of any other of the above listed individuals/entities be liable for any medical/hospital costs/fees associated with treatment for injuries and/or death which may be sustained by me in my participation in these activities from any horse. I also agree that this Release Agreement shall be so construed to include medical/hospital costs/fees as damages released hereunder and covered by my agreement to keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of any claim(s) which may be made by anyone to recover such medical/hospital costs/fees.

I furthermore represent and warrant that it is my sole responsibility to insure that I am wearing a safety helmet meeting ASTM F1163/SEI standards at all times while on horseback during these activities.

By signing this Release Agreement and Waiver of Liability, I agree that I have read and understood the terms contained herein and agreed to be bound by the same.

Signature

Date

Print Name

Address