

Kingswood Farm, LLC
Kingswood of New England Polo & Equestrian, LLC
Federico Wulff Polo Inc.
F D & S Cattle Company, LLC

WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY

BY SIGNING THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT (THE "AGREEMENT") YOU ACKNOWLEDGE THE RISK OF SERIOUS INJURY FROM YOUR PARTICIPATION IN "EQUINE ACTIVITIES", "RIDING," OR PRESENCE ON THE FARM PREMISES AT 8 FREEMAN STREET, EAST, KINGSTON, NH (THE "PREMISES"), AS FURTHER DEFINED HEREIN. KINGSWOOD FARM, LLC; AND/OR KINGSWOOD OF NEW ENGLAND POLO AND EQUESTRIAN, LLC; AND/OR FEDERICO WULFF POLO INC., AND/OR F D & S CATTLE COMPANY LLC (THE "FARM" JOINTLY/SEVERALLY/COLLECTIVELY) DO NOT GUARANTEE YOUR SAFETY AND YOU ASSUME THE RISK OF INJURY.

1. Registration of Rider and Agreement Purpose. The following individual hereinafter known as "RIDER" and the parents or legal guardians thereof if a minor, do hereby voluntarily request permission and agree to participate in all "equine activities," as defined herein, on the FARM's premises:

RIDER'S Printed Name: _____ RIDER'S Age: _____

RIDER'S Address: _____

THIS Agreement is entered into by and between the above identified RIDER, and the FARM and is valid for the day it is signed and any and all future dates. For consideration received, and in return for the use of: the property, facilities and services of the FARM, the FARM's instructors, employees and agents, RIDER, RIDER's heirs, assigns, and representatives, hereby agree as follows:

2. Agreement Scope and Definitions. This Agreement shall be legally binding upon the RIDER, and the parents or legal guardians thereof if a minor, RIDER's heirs, estate, assigns, including all minor children, and personal representatives. The term "horse" shall refer to all equine species as defined in New Hampshire's Equine Liability Act (N.H. R.S.A. § 508:19). The term "equine activities" shall refer to equine shows, fairs, competitions, performances, lessons, training, any and all polo and polo-related activities, and all other such activities as defined in NH RSA 508:19. The term "RIDER" shall refer to the above identified person or any person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "Riding" shall refer to the act of putting tack on or taking tack off of a horse, mounting, sitting astride, dismounting, approaching, or handling a horse. "I" "Me" "My" shall herein refer to the above identified RIDER and the parents or legal guardians thereof if a minor.

3. Risk Classification. I understand horseback Riding is a HAZARDOUS ACTIVITY that involves numerous obvious and non-obvious inherent risks that are always present in such activities despite all safety precautions. I understand that I may suffer severe injuries or illnesses requiring hospitalization, or death, as a result of horseback Riding or using the FARM's facilities and that the RELEASEES (as defined below) are not responsible for my safety in any way and under all circumstances. (RIDER's Initials) _____

4. Nature of Horses. I understand that no horse is a completely safe horse. Horses are 5-18 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a rider falls from horse to ground it will generally be from a height of at least 3.5 feet, and the impact may cause serious injury to the Rider. Horseback riding is unique, in that it involves a smaller weaker animal (human) attempting to impose its will on a larger stronger animal with a mind of its own (horse), and that both horse and rider have limited understanding of each other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but is not limited to, stopping short, changing direction or speed at will, shifting its weight, bucking, rearing, biting, or running from danger.

5. Assumption of Risk; Inherent Risks. I acknowledge and fully realize that there are inherent risks associated with equine activities and Riding, such as those described above and below, and hereby expressly assume all risks

associated with participating in such activities. “Inherent risks of equine activities and Riding” means those dangers and conditions which are an integral part of equine activities and Riding, including, but not limited to, (1) the propensity of equines to behave in unpredictable ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm, or death to persons on or around them; (2) the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; (3) collisions with other animals; (4) entanglement with tack; (5) the limited availability of emergency medical care; and (6) the potential of a RIDER to act in a negligent manner that may contribute to injury to the RIDER or others, such as failing to maintain control over the animal or not acting within such RIDER's ability; (7) adverse weather conditions and imperfect field of play conditions; (8) all risks related to the FARM property and the above named entities and their activities, which include but are not limited to, polo games and matches and practices, young horses, hunters, wild animals, hazards on the ground, in the woods, and on the trails, vehicles, ATV, and/or all other activities related to the subject property; and (9) other, not readily foreseeable and presently unknown risks and dangers, all of which I agree I have viewed and/or considered, and understand fully such risks, and further, that by being on the Premises where these activities occur and/or engaging in activities with the FARM, I agree that I am potentially going to come into contact with these risks and so shall be deemed a **participant** in the equine activity and the associated risks on the Premises and/or a spectator likely to encounter risks associated with any equine activity. **Despite my understanding of these and other related risks, I wish to engage in the equine activity and/or enter the premises where such related activity occurs and agree to voluntarily sign this waiver and indemnification agreement and be bound thereto.** (RIDER's Initials) _____

6. Conditions of Nature. I understand that the FARM is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples include: thunder, lightning, rain, wild or domestic animals, insects, or reptiles that may bite and/or sting a horse or RIDER, unstable or irregular footing, or changes in the topography of land and accumulation or flow of water which is subject to constant change according to weather, temperature, and natural or man-made changes to the landscape.

7. Inspection of Premises. RIDER, and the parents or legal guardians of RIDER if a minor, have inspected The FARM's facilities and property and are satisfied that all premises and conditions are reasonably safe for RIDER'S intended purposes, usage, and presence upon the FARM's premises.

8. **WARNING: I HAVE BEEN ADVISED THAT UNDER NEW HAMPSHIRE LAW, RSA 508:19, AN EQUINE PROFESSIONAL SHALL NOT BE LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, WHICH INCLUDES POLO ACTIVITIES, AND, EXCEPT AS PROVIDED IN RSA 508:19, NO PARTICIPANT OR REPRESENTATIVE OF PARTICIPANT SHALL MAKE ANY CLAIM AGAINST, MAINTAIN AN ACTION AGAINST, OR RECOVER FROM ANY OTHER PERSON FOR INJURY, LOSS, DAMAGE, OR DEATH OF A PARTICIPANT RESULTING FROM ANY OF THE INHERENT RISKS OF EQUINE ACTIVITIES.**

RIDER assumes all risks known or unknown, foreseen or unforeseen, inherent or not inherent, in connection with RIDER's presence on The FARM's premises and facilities, and expressly waives any claims for any injury or loss arising therefrom. RIDER agrees to abide by and follow the FARM's rules and regulations which shall be posted and/or made 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 and warrants a full and fair disclosure of RIDER'S abilities has been made to the FARM.

9. RIDER Responsibility. I understand that upon mounting a horse and taking up the reins the RIDER is in primary control of the horse. The RIDER's safety largely depends upon his/her ability to carry out instructions, and his/her ability to remain balanced aboard a moving animal. The RIDER shall be responsible for his/her own safety, and that of an unborn child, if the RIDER is pregnant. Pregnant women should ride a horse only under the advice of their physician. The FARM advises pregnant women not to ride horses.

10. Protective Head Gear and Appropriate Attire. I agree that for myself, and on behalf of my child/or legal wards, that I have been fully warned and advised by the FARM that the wearing of protective headgear which meets or exceeds the quality standards of the SIE certified ASTM standards while riding and being near horses may reduce the severity of any injury incurred. **IF A MINOR, RIDER ACKNOWLEDGES THAT MINORS ARE REQUIRED TO WEAR HELMETS AND APPROPRIATE ATTIRE AT ALL TIMES WHILE ENGAGING IN RIDING AND EXECUTES A MINOR LIABILITY WAIVER, INCORPORATED HEREIN BY REFERENCE.**

11. Ownership of Horse. In the event RIDER is using RIDER's own horse, or a horse(s) not owned by the FARM, RIDER warrants said horse(s) is free from infection, contagious or transmittable diseases. The FARM reserves the right to refuse access or use of any horse upon its premises that does not appear to the FARM to be in good health, or is deemed dangerous or undesirable.

12. **Liability Release and Indemnity Agreement**

I AGREE that, in consideration of the FARM allowing my participation in this activity, under the terms set forth herein, I the RIDER, on behalf of myself, my heirs, my assigns, and if applicable my minor children and/or legal wards, **RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS**, the FARM, and its owners, agents, employees, directors, members, managers, contactors, volunteers, insurers, others acting on the FARM's behalf, and as individuals, Yannis Doganis, Eleni Komioti, Federico Wulff, and Kathleen Reagan (collectively "**RELEASEES**") **FROM ALL LIABILITY** including all claims, demands, or causes of action, I and/or my children or wards might bring as a result of physical injury, illness, death, or property damage sustained by me, or to any horse owned by me, and/or to any invitee, guest, family member, or spectator on the Premises, including clinics that may be conducted on the Premises or on any premises while I am under the direction of the FARM, arising out of or related to, my presence on the FARM, and in connection with my use of **RELEASEES'** facilities. **THIS WAIVER EXPRESSLY INCLUDES ACTIONS OR OMISSIONS WHICH COULD BE CONSTRUED AS ORDINARY NEGLIGENCE, BREACH OF WARRANTY, OR WANT OF DUE CARE.** I am fully aware of and accept all risks, hazards and dangers associated with using the **RELEASEES'** facilities and I acknowledge I am fully responsible for any and all damage, injury, or illness of any kind that may result from such use. I therefore agree that **I will indemnify and pay any and all damages, costs, and attorneys' fees related to and/or incurred by the FARM and/or the above-named entities and individuals arising out or related to any claims made by the Undersigned and I promise not to bring a claim against and/or sue the RELEASEES.** (RIDER's Initials) _____

13. Governing Law; Entire Agreement. I acknowledge that this Agreement is governed by the applicable laws of the State of New Hampshire, and that any lawsuit against the RELEASEES must be filed in the state courts of New Hampshire. This document is a legally binding contract that supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a RELEASE OF LIABILITY as is legally possible, but is not intended to assert any claims or defenses that are prohibited by law. If any provision of this Agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE CAREFULLY READ AND FULLY UNDERSTAND THE FOREGOING HORSE RIDING AND LIABILITY RELEASE AGREEMENT. I AM FULLY AWARE THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF LEGAL RIGHTS, AND A CONTRACT BETWEEN ME AND THE FARM. I SIGN THIS RELEASE AGREEMENT AT MY OWN FREE WILL.

SIGNATURE OF RIDER: _____ DATE: _____

PRINTED NAME: _____

FOR RIDERS UNDER THE AGE OF 18: AS A PARENT OR GUARDIAN OF THE MINOR NAMED BELOW (THE "MINOR"), I HAVE AUTHORITY TO ENTER INTO THIS HORSE RIDING AND LIABILITY RELEASE AGREEMENT. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT AND THAT I AM SIGNING IT ON BEHALF OF THE CHILD, AND THAT THE MINOR AND I WILL BE BOUND BY ITS TERMS. IF I AM NOT THE PARENT OR GUARDIAN OF THE MINOR, I NEVERTHELESS AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES.

SIGNATURE OF PARENT/GUARDIAN: _____ DATE: _____

PRINTED NAME: _____

MINOR'S NAME: _____ MINOR'S DATE OF BIRTH: _____