



WARNING!
**EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT,
RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT,
AND COVENANT NOT TO SUE**

This Exculpatory and Assumption of Risk Agreement, Release of Liability, Indemnification Agreement, and Covenant Not to Sue is a legal document. It is hereinafter referred to as the "Agreement." The parties are, on the one hand, myself, my spouse (if any), my heirs, my personal representatives and all others who may claim or through me, and, on the other hand, Rockingham Farm LLC of Rockingham County, and any member, manager, employee, agent, representative, riding instructor, officer, subsidiary, affiliate, parent company, successor or assignee of Rockingham Farm of Rockingham County, (all of whom are collectively referred to as "Rockingham Farm"). I desire to secure the permission of Rockingham Farm for the participant to enter Rockingham Farms' property for recreational purposes, including but not limited to horseback riding and/or on- and off-road vehicles. I understand that horseback riding, riding on- and off-road vehicles, other activities conducted on or around horses and on- and off-road vehicles, and other recreational activities undertaken at Rockingham Farm are dangerous, calculated risk activities that can, and sometimes do, result in serious, permanent bodily injury and death. I am accepting these and all other accompanying risks in order for the participant to be allowed to conduct these activities of my own free will with full understanding of the possible consequences, and without inducements, promises or statement other than those contained in this Agreement. I, for myself, my spouse (if any), my heirs, representatives, assigns, successors, administrators and anyone else claiming by or through me hereby expressly release, discharge, hold harmless from, and waive any and all claims (including but not limited to claims for property damage, personal injury or death) - whether foreseeable or not - including those arising from negligence, carelessness, strict liability, or otherwise, which I may presently or at anytime in the future possess against anyone associated with any and all activities associated with Rockingham Farm, including but not limited to: Rockingham Farm, any member, manager, employee, agent, representative, riding instructor, officer, subsidiary, affiliate, parent company, successor or assignee of Rockingham Farm, any other entities or other participants involved in any and all activities associated with Rockingham Farm, and any owners or lessees of the premises associated with any and all activities associated with Rockingham Farm (hereinafter collectively referred to as the Released Parties). This Release and Waiver is meant to and shall apply to any and all claims, causes of actions, demands or sums of money that I may have or be entitled to from any of the Released Parties as a consequence of any type of damage (whether personal or property), loss, death or injury I, my spouse (if any), my children, or my heirs, representatives or anyone claiming by or through me has or may in the future have as a consequence of any and all of participant's activities that in any way involve the Released Parties, and regardless of whether the claim, cause of action or demand is grounded in negligence, tort, contract or any other legal bases for recovery other than intentional conduct specifically intended to injure the participant. In further consideration for the right of entry granted to the participant in this Agreement, I agree to indemnify, hold harmless and defend Rockingham Farm from any action, claims, demands, costs, expenses, attorneys' fees, or other damages arising out of or relating to the participant's activities associated with Rockingham Farm. I agree that my signature where indicated, is my acknowledgment of the contents of this Agreement and is my legally binding agreement to and acceptance of this Agreement.

I have carefully read this entire Agreement and fully understand and agree to be bound by its contents. I am aware that by signing this Agreement I am giving up important legal rights and it is my intention to do so freely and without coercion or duress of any type.

Participant Signature: _____

Printed Name: _____

Parent or Legal Guardian Signature
(if participant is under 18 years old) : _____

Printed Name: _____

Date: _____