

**NORTHBROOK EVENTING CENTER, LLC
RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

This Agreement, made as of this _____ day of _____, 20____ by the person(s) executing this document (hereinafter referred to as "Client") in favor of Northbrook Eventing Center, LLC (hereafter referred to as Northbrook) and its agents, directors, officers, employees, contractors and landlord (hereinafter referred to collectively as the "Released Parties").

BY SIGNING THIS DOCUMENT, CLIENT ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN USING AND BEING AROUND HORSES. THOSE RISKS INCLUDE BODILY INJURY AND DEATH. CLIENT UNDERSTANDS THAT HORSES ARE UNPREDICTABLE AND CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS DESPITE THEIR PRIOR HISTORY. CLIENT FURTHER UNDERSTANDS THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS, OR OTHER ANIMALS. THEY MAY RUN, BITE, BUCK, OR KICK. HORSES MAY ALSO ENCOUNTER NATURAL HAZARDS, SUCH AS SURFACE OR SUBSURFACE CONDITIONS, AND MAY REACT UNPREDICTABLY. THEY MAY EVEN COLLIDE WITH OTHER OBJECTS, PERSONS, OR ANIMALS. RIDERS CAN ALSO FALL OFF OF HORSES AND INJURE THEMSELVES. HORSES CAN INJURE THEMSELVES THROUGH THEIR OWN ACTIONS.

In consideration of Northbrook's services including but not limited to boarding, turnout, riding, riding instruction, horse training, and horse transportation, Client voluntarily agrees to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT. Client has acquainted herself/himself with rules of safety applicable to any involvement with horses and their environment and Client understands that it is not anyone else's obligation to teach him/her such rules. Client agrees to require any minor invited by Client to ride a horse on the stable premises (hereinafter referred to as the "Stable") will be required to wear a riding helmet.

Client hereby represents that he/she is capable of using and being in close proximity to horses and their environment. Client further represents that he/she is competent and capable to participate in the activities Client will be participating in or around the Stable.

Client agrees to personally assume the risks associated with Northbrook's services including but not limited to Client's involvement with horses, riding, receiving riding instruction, and the training or transportation of Client's horse. Therefore, Client hereby releases, waives, and forever discharges the Released Parties of all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including but not limited to damage to Client's horse and other personal property – resulting during Client's presence on or about the Stable, riding, teaching or receiving of riding instructions, training of Client's horse, transportation of Client's horse, and any other activity involving Northbrook's services so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Released Parties. IT BEING INTENDED THAT ALL RELEASED PARTIES ARE TO BE RELEASED OF ANY RESPONSIBILITY OR LIABILITY WHICH MAY BE ALLEGED TO HAVE BEEN A RESULT OF A NEGLIGENT ACT OR OMISSION BY THE RELEASED PARTIES. Client assumes full responsibility for the risk of bodily injury, death, or property damage and shall hold Released Parties harmless for any liability thereof as set forth herein.

Client shall be responsible for any and all injury or damage to persons or property - including but not limited to other horses boarded or present at the Stables- which may be caused by Client or any horse owned by Client so long as such injury or damage is not caused by an intentional, willful, or wanton act or omission of the

Released Parties. Client further agrees to hold Released Parties harmless from any and all liability, claims, damages, expenses, costs and fees, including attorney's fees, arising from such injury or damage and hereby agrees to reimburse Released Parties for the same so long as such injury or damage is not caused by an intentional, willful, or wanton act or omission of Released Parties.

This release is given on behalf of Client, Client's spouse, Client's legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or children of Client's, on behalf of them, their legal representatives, administrators, executors, heirs and assigns. This release is an ongoing release and remains in effect until Client has revoked it in writing.

Client understands that this document is a legally binding upon Client and agrees that if a lawsuit is commenced against Released Parties for any injury or damage alleged by, or allegedly attributable to, Client, Client will pay all attorney's fees and costs reasonably incurred by Released Parties to defend that lawsuit.

CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT CLIENT ASSUMES FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND/OR THAT OF HIS/HER HORSE. CLIENT UNDERSTANDS THAT HE/SHE IS ASSUMING 100% OF THE RISK OF INJURY, DEATH, AND PROPERTY DAMAGE AS PROVIDED HEREIN. THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA. IF ANY PORTION OF THIS RELEASE IS HELD INVALID BY A COURT, IT IS AGREED THAT THE REMAINDER OF THIS RELEASE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT NOTWITHSTANDING THE INVALIDITY OF ANY PORTION OF IT.

CLIENT HAS READ THIS DOCUMENT. CLIENT UNDERSTANDS IT IS AN AGREEMENT AND PROMISES NOT TO SUE, AND TO RELEASE AND INDEMNIFY, TRAINER FOR ALL CLAIMS IDENTIFIED HEREIN.

CLIENT ACKNOWLEDGES AND AFFIRMS THAT HE/SHE HAS CAREFULLY READ THE CONTENTS OF THIS RELEASE, FULLY UNDERSTANDS ITS MEANING, AND SIGNS THIS RELEASE VOLUNTARILY.

Date: _____

Client Signature

Print Client Name

Address

Telephone Number

Date: _____

Parent Signature for Minor Child

Print Parent Name

Address

Telephone Number