

South Haven Farm

LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

This Liability Waiver, Release and Indemnification Agreement (“Agreement”) is entered into this _____ day of September, 2018 between South Haven Farm, L.L.C. (“SHF”) and _____ (“You”).

You acknowledge that SHF’s business involves farm animal activity, and its trainers are farm animal professionals, as those terms are defined under Chapter 87 of the Texas Civil Practice and Remedies Code. As a condition for being permitted to participate in SHF’s farm animal activities, including but not limited to using SHF’s property, premises and/or services, whether on SHF’s premises or elsewhere, you expressly agree for yourself and/or your minor child or legal ward to the following:

1. Risks.

a. You are fully aware and understand that horses are unpredictable by nature; that when frightened or angry or under stress, a horse’s natural instincts are to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to bite, to buck, or to rear up in front; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will be generally from 3-1/2 to 5-1/2 feet. You understand that you or your minor child or legal ward could be injured as a result of any of these or other actions of a horse.

b. You further understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse, and that SHF is not responsible for the results of the rider’s actions or inactions, or for the actions of the horse. You are aware that wearing an approved riding helmet can reduce the chance of injury to you and/or your minor child or legal ward, and agree to wear such helmet at all times while mounted on a horse, whether on SHF’s premises or elsewhere.

c. Other risks that may arise while you are using the property, premises and/or services of SHF may include, without limitation, the negligence or deliberate act of another person; kicks and bites; collisions with other riders, horses, vehicles or stationary objects; explosions or fires; and/or the unavailability of emergency medical care.

d. You understand that this description of risks is not all-inclusive, and does not encompass every potential risk that may exist.

2. Assumption of Risk. You understand the risks described in Paragraph 1 above and understand that such description is not all-inclusive. You voluntarily assume the risks and dangers of any injury or property damage, including injury to a horse, that might occur for ANY REASON. You fully understand and agree that you alone are to be responsible for any bodily injury or property damage which you or your

minor child or legal ward should sustain while using the property, premises and/or services of SHF, and for any time you or your child or legal ward should lose from employment or school or other activity, and for medical expenses or any other expenses incurred because of such bodily injury or property damage.

3. RELEASE AND INDEMNIFICATION.

a. IN ACKNOWLEDGEMENT OF THE ABOVE, YOU HEREBY, ON BEHALF OF YOURSELF, YOUR MINOR CHILD OR LEGAL WARD, YOUR HEIRS, ADMINISTRATORS AND ASSIGNS, RELEASE AND DISCHARGE AND AGREE TO HOLD HARMLESS SOUTH HAVEN FARM L.L.C., COURTNEY LENKART, SCOTT LENKART, AND THEIR RESPECTIVE AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OFFICERS, MANAGERS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, SUBSIDIARIES AND AFFILIATES, OF AND FROM ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF SUSTAINED TO YOUR PERSON OR PROPERTY, OR TO THE PERSON OR PROPERTY OF YOUR MINOR CHILD OR LEGAL WARD, WHETHER OR NOT SUCH INJURY OR PROPERTY DAMAGE RESULTED FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF SOUTH HAVEN FARM L.L.C., COURTNEY CALCAGNINI, SCOTT LENKART, SHANNON FENNEY AND/OR THEIR RESPECTIVE AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OFFICERS, MANAGERS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, SUBSIDIARIES AND/OR AFFILIATES, OR RESULTED FROM ANY DEFECT IN TACK OR EQUIPMENT THAT MIGHT BE USED ON OR AROUND A HORSE.

b. YOU FURTHER AGREE TO INDEMNIFY AND REIMBURSE SOUTH HAVEN FARM L.L.C., COURTNEY CALCAGNINI, SCOTT LENKART, SHANNON FENNEY AND THEIR RESPECTIVE AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OFFICERS, MANAGERS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, SUBSIDIARIES AND AFFILIATES, FOR ANY INJURY AND/OR PROPERTY DAMAGE CAUSED TO ANY THIRD PERSON AS A RESULT OF ANY ACTION OR INACTION ON THE PART OF YOU OR YOUR MINOR CHILD OR LEGAL WARD. THIS INDEMNIFICATION INCLUDES THE REASONABLE COST OF ATTORNEYS' FEES AND EXPENSES INCURRED IN DEFENDING AGAINST ANY SUCH SUIT.

c. All parties indemnified under this Paragraph 3 shall have the right to exercise their sole discretion in selecting counsel to defend any action to which the indemnity provisions of this Paragraph 3 applies. If you fail to provide the indemnification required under this Paragraph 3 within ten (10) days of a demand from a party entitled to indemnification under this Paragraph 3, you shall be responsible for all attorney's fees incurred by that party in seeking enforcement of this Paragraph 3.

d. All parties other than SHF indemnified under this Paragraph 3 are third-party beneficiaries of this Agreement and are entitled to seek enforcement of this Agreement, whether along with SHF or independently of SHF.

e. You further agree to waive any protection afforded under any statute or law in any jurisdiction whose purpose in substance or in effect is to provide that a release shall not extend to claims which the person giving the release does not know or suspect to exist at the time the release is executed.

4. Waiver of Right to Sue. You acknowledge your agreement that you may not bring a lawsuit or claim of

any kind against SHF and its agents, servants, employees, contractors, officers, managers, representatives, successors, assigns, subsidiaries and/or affiliates for the injuries and/or property damage described in Paragraph 3 above, either on your behalf or on behalf of your minor child or legal ward. If you should bring such a lawsuit or claim in violation of this Agreement, you agree that you shall be liable to any defending party for any and all reasonable attorneys' fees and expenses that may be incurred in defending against such claims.

5. Governing Law. This Agreement and any dispute arising under or relating to this Agreement and/or the relationship of the parties to it shall be governed by and construed in accordance with the laws of the State of Texas, with the exception of any conflict-of-laws rule or principle that might refer the governance or construction of this agreement to the law of another jurisdiction.

6. Forum. All lawsuits or other legal proceedings that arise out of or relate to this Agreement will be litigated exclusively in Texas.

7. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

8. No modification or waiver. This Agreement may not be modified except by a written document executed by both you and SHF. No provision in this Agreement may be deemed waived without a written waiver executed by SHF.

9. Binding effect. This Agreement is binding on and inures to the benefit of the parties, the third-party beneficiaries identified in Paragraph 3 above, and their respective heirs, beneficiaries, legal and personal representatives, guardians, agents, servants, employees, contractors, officers, managers, employees, contractors, successors, assigns, subsidiaries and/or affiliates.

10. Notice. You understand that this Agreement broadens the scope of the liability protections provided under the Texas Farm Animal Activity Statute, formerly known as the Texas Equine Activity Statute, located in Chapter 87 of the Texas Civil Practice and Remedies Code ("the Act"). You acknowledge that you have been provided with notice of the Act and specifically this warning:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

South Haven Farm L.L.C.

By: Courtney Lenkart or Scott Lenkart, Managing Member

Your Printed Name: _____

Your Signature: _____

Parent or Legal Guardian of (name of minor child or legal ward):

Address: _____

Phone: _____

Email: _____