**Release and Waiver of Liability**

I have asked to board my horse(s) and/or engage in equestrian, sporting and related activities, including without limitation, horseback riding, taking lessons, attending clinics, jumping, trail riding, fox hunting, exercising, showing, and preparing horses for equestrian activities, with Fox Valley Sport Horses, LLC and/or on the real property of Foxrace 2, LLC.

I fully understand that the activities I may engage in with Fox Valley Sport Horses, LLC and/or on the real property of Foxrace 2, LLC are very dangerous activities, which can lead to serious physical injury, property damage and even death. I wish to engage in these activities knowing their dangers. I accept and assume all the risks of injury, including death, to me and my property, including without limitation, my horse.

In exchange for being permitted to engage in any activities or to be upon said real property of Foxrace 2, LLC, I, for myself, my heirs, guardians, and legal representatives, release and agree not to make or bring any claim or any kind against Fox Valley Sport Horses, LLC and its member, Barbara Selmayr, and Foxrace 2, LLC and its member, Kelly Morgan (collectively, the “Released Parties”), and their personal representatives, heirs, successors, assigns, officers, directors, shareholders, members, agents, or employees, for any injury or death to me, or any damage to my horse or other property, whether arising from anyone’s negligence or not, or any other cause or claim, arising out of my use of Foxrace 2, LLC’s real property or boarding of my horse or my engagement in any one of the said activities with the Released Parties.

I also agree that if I or anyone makes any claims because of any injury to me or death, or for any damage to my property, I shall indemnify and hold the Released Parties, and their personal representatives, heirs, successors, assigns, agents or employees, harmless from and against all claims.

I understand and agree that the terms of this document shall apply whether I am on the real property of Foxrace 2, LLC or not. Thus, any claim that I may have, whether it arose on Foxrace 2, LLC’s property or not, is released by this document, which I understand and agree to. My intent in executing this document is to release all claims, regardless of where they may have arisen or occurred.

I represent and acknowledge that prior to signing this document I had the opportunity to seek counsel concerning its terms and effect. If I did not seek the advice of counsel, this was only because I chose not to.

This agreement shall be binding upon and inure to the benefit of the parties named herein and their respective personal representatives, heirs, successors and assigns. Invalidity of any one provision shall not affect the remainder of this document.

This agreement shall be construed and enforced pursuant to the laws of the State of New York.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness to Signature

**Note: For anyone under the age of eighteen (18), the minor’s legal guardian must execute this document on the minor’s behalf.**