

WINDY KNOLL FARMS, LLC
WAIVER, RELEASE AND INDEMNITY AGREEMENT

I, the undersigned, acknowledge the inherent risks involved when engaging in any Equine Activity at Windy Knoll Farms, LLC (herein called "Windy Knoll"). Accordingly, as consideration in exchange for being allowed to participate in any Equine Activity and/or any other activities at Windy Knoll and for other good and valuable consideration (the receipt and sufficiency of which is duly acknowledged), the undersigned hereby agrees as follows:

1. I acknowledge and fully understand that I will be engaging in activities that involve inherent risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury, including death, which may occur in connection with my participation in Equine Activity or any other activities at Windy Knoll.
2. I hereby forever release, waive, discharge, and agree not to sue Windy Knoll, any affiliated companies, and all of its respective agents, affiliates, clinicians, independent contractors, associates, officers, directors, owners, employees and volunteers (collectively "Releases") from demands, losses or damages on account of any bodily injury, illness or death, to any person or Equine or property damage, caused or alleged to be caused in whole or in part by the inherent risks of Equine Activity, or by any other activities at Windy Knoll. Inherent risks include, but are not limited to:
 - a. the propensity of an Equine to behave in ways that may result in injury, death, or loss to persons and/or other Equines;
 - b. the unpredictability of an Equine's reactions to sounds, sudden movement, unfamiliar objects, persons and other animals;
 - c. hazards, including, but not limited to, surface or subsurface conditions;
 - d. a collision with another Equine, another animal, a person, or an object; and
 - e. the potential of an Equine Activity participant to act in a negligent manner that may contribute to injury, death or loss to the persons of the participant or to other persons, including, but not limited to, failing to maintain control over an Equine.
3. I also agree to indemnify, defend and hold harmless Windy Knoll from and against any and all actions, causes of action, liability, damages, penalties, costs, expenses, judgments (including, but not limited to court costs and attorneys' fees) arising from, in whole or in part, my Equine Activities or any other of my activities, at Windy Knoll.
4. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the State of Ohio, and as specifically stated pursuant to Ohio Revised Code §2305.321, and any and all other applicable statutes, regulations, laws and ordinances. Any provision or portion of this Waiver, Release and Indemnity Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending

provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. Said provision or portion, as well as the remaining provisions or portion thereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained therein.

The undersigned further agrees to follow all Stable Rules and all other rules promulgated by Windy Knoll and acknowledges that any person breaking any rules as listed shall have their privileges terminated immediately and will no longer be allowed on the Windy Knoll premises. The undersigned has read and understands all rules and will abide by them at all times.

The foregoing release is given for the purpose of, among other things, to provide a waiver under Ohio Revised Code §2305.321. The terms "Equine Activity" and "Equine" as used herein are defined pursuant to Ohio Revised Code §2305.321.

This Waiver, Release and Indemnity Agreement negates all responsibility of Windy Knoll and its affiliated and/or subsidiary companies, agents, affiliates, clinicians, independent contractors, associates, officers, directors, owners, employees and volunteers for any injury or death associated with the Equine Activities (or any other activities) engaged in while on the property of Windy Knoll.

I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT WHICH I AM EXECUTING THIS _____ DAY OF _____, 2007, AND ACKNOWLEDGE THAT I HAVE READ THE WARNING BELOW.

(Signature)

(Print Name)

WARNING

Under Ohio law, and specifically, under Ohio Revised Code §2305.321, an Equine Activity sponsor or Equine professional is not liable for any injury to, or death of, a participant in Equine activities resulting from the inherent risks of Equine activities.

PARENTAL CONSENT

(For Participants Under the Age of 18)

I, the undersigned parent or legal guardian of the child(ren) listed below, have read the above Waiver, Release, and Indemnity Agreement and agree to its terms on behalf of my child(ren) and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child(ren) and myself.

Date: _____, 2007

(Signature of Parent/Legal Guardian)

Child's Age: _____

(Child's Name Printed)

(Emergency Phone Number)