

RELEASE AND INDEMNIFICATION

Initial: _____

This Release and Indemnification is granted by the undersigned individual (the "Participant"), or the Participant's parent or legal guardian if the Participant is under the age of eighteen (the "Participant's Parent"), to MVCHC Foundation, Inc. (the "Foundation"), owner of 55 Misty Meadows Lane, West Tisbury, MA (Assessor Map 26, Parcel 20) (the "Property"), and Martha's Vineyard Community Horse Center, Inc. ("MVCHC"), the entity that is running and overseeing the Activities as defined below.

In consideration for allowing the Participant to use the Property for various equine activities, including but not limited to riding, training, caring for or taking lessons with horses, engaging in therapeutic activities, or viewing any such activities, whether the horses are owned by the Participant, by the Foundation, by MVCHC, or by others (together, the "Activities"), the Participant and the Participant's Parent hereby acknowledge and agree, for themselves and their heirs, executors, administrators, and spouses, descendants and parents if applicable, that they will not sue or otherwise hold liable, and that they will indemnify, defend and hold harmless, the Foundation, MVCHC, and any of the Foundation's or MVCHC's members, officers, directors, shareholders, agents, employees, contractors, representatives, volunteers, or related entities, for and from any death or injury to themselves or to others, or for any damage to property, however caused, arising out of or in any way related to the Activities or the use of the Property by the Participant or the Participant's Parent or their guests, agents or representatives, to the fullest extent allowed by law.

The Foundation and MVCHC will not permit the Participant and the Participant's Parent to utilize the Property for the Activities without the execution of this Release and Indemnification, which is of material significance to the Foundation. As used herein, the word "horse" shall include horses and ponies of every kind.

The Participant / the Participant's Parent hereby acknowledges that the Activities are "equine activities", that the Foundation is an "equine activity sponsor", that MVCHC and its representatives are "equine activity sponsors" and/or "equine professionals", and that the Participant / the Participant's Parent is a "participant", all as defined by Massachusetts General Laws Chapter 128, Section 2D.

The Participant / the Participant's Parent acknowledge and understand that horses and activities related to horses are inherently dangerous and that there are dangers and risks which are an integral part of equine activities, including but not limited to the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface conditions and subsurface conditions; collisions with other horses, animals and objects; and the potential of the Participant or the Participant's Parent or others to act in a negligent manner that may contribute to injury to themselves or others. The Participant / the Participant's Parent acknowledge and agree that these are just some of the risks associated with the Activities, that the Participant / the Participant's Parent is not relying on the Foundation or MVCHC to list all of the possible risks associated with the Activities, and that, despite these inherent risks, the Participant / the Participant's Parent has chosen to engage in the Activities at the Property.

The Participant / the Participant's Parent represent that they have voluntarily chosen and desire to use the Property and engage in the Activities, that they will not engage in any activities if they are

unable to safely do so, and that they will comply with all directions, requirements and rules imposed by the Foundation and MVCHC.

In case of injury to the Participant or the Participant's Parent while at the Property, the Participant / the Participant's Parent authorizes MVCHC to seek medical care for them. The Participant and the Participant's Parent acknowledge that they shall be solely responsible for the payment of medical costs associated with such care.

This Release and Indemnification shall be interpreted in accordance with the laws of Massachusetts. No waiver by any party of any breach by any other party of, or failure of any party to comply with, any condition or provision of this Release and Indemnification shall be deemed a waiver of any other breach or failure. The invalidity of any provision of this Release and Indemnification shall in no way affect the validity of any other provision.

I HAVE READ THIS DOCUMENT IN COMPLETE DETAIL AND HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IF I HAVE CHOSEN TO DO SO. I UNDERSTAND THAT IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS, AND I UNDERSTAND ALL CONSEQUENCES OF SIGNING THIS RELEASE AND INDEMNITY. This Release and Indemnification shall be binding upon me each and every time I engage in any of the Activities, without the need for re-execution. I hereby execute this Release and Indemnification as an instrument under seal, for myself and my spouse, descendants, parents, heirs, executors and administrators, on the ____ day of _____, 201__.

Photo Release I hereby consent to authorize the use and reproduction by Martha's Vineyard Community Horse Center of any and all photographs and any other audio visual materials taken of me/my child for the sole benefit of the program from a professional, promotional or educational standpoint.

Signature: _____

Print Name: _____

Address: _____

Phone: _____

If Parent, print name of the Participant: _____

WARNING

UNDER MASSACHUSETTS LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 2D OF CHAPTER 128 OF THE GENERAL LAWS.