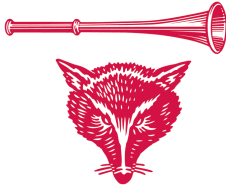


Name: _____



MYOPIA HUNT CLUB, INC.
435 Bay Road
South Hamilton Massachusetts 01982

Myopia Hunt Club will not permit the Participant to work with or ride any of the horses without the execution of this release and indemnification which is of material significance to Myopia Hunt Club.

RELEASE AND INDEMNIFICATION (ADULTS)

This release and indemnification is made by the undersigned Participant (the “Participant”), for the benefit of Myopia Hunt Club, Inc., and any and all persons and parties now or hereafter having any interest in or activities with Myopia Hunt Club, Inc. together with any and all of its directors, officers, trustees, members, employees, servants and agents; any and all of its sponsors, judges, instructors, volunteers, coordinators, officials, benefactors; any and all person having any interest in the land known as and located at 435 Bay Road, South Hamilton, Essex County, Massachusetts or which Myopia Hunt Club, Inc. otherwise has the right to utilize from time to time, including, without limitation, land held by the Myopia Schooling Field Trust (collectively, the “Property”); and any other individual or entity having any connection with or relation to the business known as Myopia Hunt Club Stable, or the activities known as Myopia Hunt, or any of them (collectively “Myopia Hunt Club”).

Recitals

WHEREAS, Myopia Hunt Club operates Myopia Hunt Club Stable, which is in the business of providing boarding for horses and instruction in horseback riding for individuals and owns, leases, boards, cares for and/or maintains certain horses at Myopia Hunt Club Stable and permits certain horses to enter and be ridden upon the Property. In addition, Myopia Hunt Club Stable permits individuals to ride on and about the Property. As used herein, the term “horse[s]” shall include horses and ponies of every kind;

WHEREAS, Myopia Hunt Club organizes and offers a polo program, which includes activities such as polo riding lessons, cross-country riding, polo practices, games and competition, and Myopia Hunt Club owns and maintains polo fields, equipment and horses for playing and competing in the activity and sport of polo;

WHEREAS, Myopia Hunt Club organizes equestrian events known as Myopia Hunt, which events include, but are not limited to, various activities and exercises with horses and hounds/dogs, fox hunting, hunter paces and hunter trials; and

WHEREAS, the Participant wishes to (1) ride and/or work with one or more horses at Myopia Hunt Club Stable and/or at such other places as Myopia Hunt Club Stable conducts its activities, including but not limited to horse shows, clinics, schooling sessions, organized off premise riding and the like conducted

off the Property; (2) participate in the activity and sport of polo; and/or (3) participate in one or more of the equestrian events known as Myopia Hunt; and

WHEREAS, the Participant hereby acknowledges and agrees that the activities contemplated hereby are “equine activities,” that Myopia Hunt Club is an “equine professional” and/or an “equine activity sponsor,” and the Participant is a “Participant” all as defined by Massachusetts General Laws Chapter 128, Section 2D.

Now THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant agrees as follows:

1. **Inherent Risks.** The Participant acknowledges and understands that horses and activities related to horses are inherently dangerous and that there are dangers and risks which are an integral part of an 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 including but not limited to commonplace unnatural hazards such as bicycles, hunters, birdwatchers and their equipment, cattle, various livestock and other wildlife, jet skis, ATV’s, nearby athletic activities; certain hazards such as surface conditions and subsurface conditions; collisions with other horses and objects, including, without limitation, polo mallets and polo equipment; and, the potential of the Participant to act in a negligent manner that may contribute to injury to himself or herself or others, such as failing to maintain control over the animal or not acting within his or her ability. Despite these inherent risks, the Participant has chosen to ride and/or work with and around the horses in conjunction with one or more of the activities described in the Recitals above (the Activities”).
2. **Participant’s Representations.** The Participant hereby warrants and represents that: (a) the Participant is a competent rider at the level at which he or she is riding; (b) that the Participant has been familiarized with the horse with which he or she is working and/or riding; (c) that the Participant has been given the opportunity to inspect, observe and ask questions about such horse; (d) that the Participant is aware of and has been informed about the characteristics of the particular horse and its suitability to participate in equine activities; (e) that the Participant is competent and capable of safely working around and/or riding such horse; and (f) that the Participant has voluntarily chosen and desires that he or she be permitted to ride such horse. The Participant represents, warrants, covenants and agrees that he or she will not: (i) ride or otherwise use any horse, whether owned by the Participant or another, in any activity which is beyond the Participant’s ability to engage in safely; (ii) use any horse whether owned by the Participant or another in any activity or for any purpose if the Participant is unable to safely manage, control and ride such horse; (iii) allow any person to use any horse owned, leased or under the care, custody or control of the Participant in any activity or for any purpose if such person is unable safely to ride or manage such horse; (iv) allow any person to ride or work with or around any horse owned, leased or under the care, custody or control of the Participant without first determining such person’s competency to ride and/or work with and around such horse. The Participant acknowledges that Myopia Hunt Club has and may rely on such representations.
3. **Instructions and Authorization.** The Participant agrees to follow the instructions of Myopia Hunt Club at all times and not to undertake any activity which Myopia Hunt Club has not specifically authorized. In no event shall Myopia Hunt Club be held liable for any injury to or death of the Participant due to the Participant’s non-compliance with the instructions of Myopia Hunt Club or the Participant’s actions which have not been specifically authorized by Myopia Hunt Club in each instance.

4. **Equipment.** The Participant represents, warrants, covenants and agrees that he or she will use his or her tack and equipment in connection with riding, caring for and working around any horse, whether such horse is owned by the Participant or another, and that in any and all events, the Participant will carefully examine all tack and equipment before using it and he or she will not use any tack or equipment that upon examination by the Participant is found to be faulty or in need of repair. The Participant further represents, warrants, covenants, and agrees that he or she will not allow any other person to use any tack or equipment owned by the Participant whether in connection with the use of a horse owned, leased, or under the care, custody or control of the Participant without first examining such tack or equipment before each use by such other person and determining that such tack or equipment is not faulty or in need of repair. The Participant acknowledges and understands that the tack and equipment used in connection with the Activities, including but not limited to saddles, bridles, bits, pitchforks, shovels, brushes, combs, hoof picks, polo mallets or polo equipment are each given to wear and tear. In the event that the Participant locates any defects or breakage in any tack or equipment owned or utilized by Myopia Hunt Club, he or she shall immediately notify Myopia Hunt Club. Myopia Hunt Club has not undertaken to inspect any tack or equipment and it shall be the Participant's sole responsibility to check all tack or equipment before using it. In no event shall Myopia Hunt Club be held liable for any injury to or death of the Participant caused by any defect in any tack or equipment, whether or not such equipment is owned, utilized and/or provided by Myopia Hunt Club.

5. **Helmets:** The Participant shall at all times while mounted on the Property wear an ASTM-SEI approved helmet with chin strap securely fastened. Failure to do so may result in immediate ejection from the Property and the Participant may be forbidden, at Myopia Hunt Club's sole discretion, from using the Property in the future. The Participant hereby acknowledges that it has been warned of the dangers involved in failing to wear protective headgear and that Myopia Hunt Club **REQUIRES** all individuals to wear ASTM-SEI approved protective headgear at all times. The Participant hereby specifically remises, releases and forever discharges and by this Agreement forever discharge Myopia Hunt Club of and from all manner of actions, cause or causes of actions, suits, reckoning, controversies, damages, claims and demands, in law or at equity, that he or she now has hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant resulting from, or aggravated by, the failure of the Participant to wear protective headgear. **YOUR INITIALS BELOW ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED THAT WEARING ASTM-SEI APPROVED PROTECTIVE HEADGEAR AT ALL TIMES HAS BEEN PROVEN TO SIGNIFICANTLY REDUCE THE CHANCE AND SEVERITY OF HEAD INJURIES AND THAT MYOPIA HUNT CLUB REQUIRES YOU TO WEAR PROTECTIVE HEADGEAR AT ALL TIMES.**
PARTICIPANTS INITIALS: _____

6. **Condition of the Land.** The Participant hereby represents and states that he or she has had an opportunity to walk around and inspect the Property and that he or she is familiar with the boundaries of the Property and the location and condition of the riding arenas and trails. The Participant understands and acknowledges that the Participant may be riding and/or working in the Stable area as well as in the arenas, fields, pastures, trails, polo fields and other lands located at Myopia Hunt Club or which Myopia Hunt Club has permission to use, including, without limitation, the land held in trust by the Myopia Schooling Field Trust and the land that abuts any of the aforementioned land (collectively, the "Land"), and the Land presents certain hazards of which Myopia Hunt Club may be or should be aware. Myopia Hunt Club has not undertaken to inspect Myopia Hunt Club for hazards which may exist on the Land and has not undertaken to warn the Participant of any hazards which may exist on the Land. It shall be the Participant's sole responsibility to carefully inspect the Land for any hazards prior to undertaking any Activity, and to engage in any such Activity in a cautious

manner as a result of any such hazard. The Participant specifically agrees to hold Myopia Hunt Club harmless from any injury or death arising from the conditions of the Land and/or the Property.

7. **Release.** The Participant agrees that he or she shall not hold Myopia Hunt Club liable for any injury or death of the Participant resulting from or related to his or her involvement in equine activities and/or the Activities. The Participant hereby remises, releases and forever discharges Myopia Hunt Club for him or herself and his or her heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckoning, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can, shall or may have by reason of any injury to or death of the Participant caused by or in any manner related to equine activities and/or the Activities whether or not said involvement were to occur on property owned/leased by Myopia Hunt Club.
8. **Indemnification.** The Participant further indemnifies, agrees to defend with counsel acceptable to Myopia Hunt Club and holds Myopia Hunt Club harmless for any injury or damage caused, directly or indirectly, by the Participant or any horse owned, leased or under the care, custody or control of the Participant, to any person, property of any person or Myopia Hunt Club, which injury or damage is caused, directly or indirectly, by the Participant, including but not limited to damage or injury to any person, any horse, and any personal or real property.
9. **Acknowledgement of Warnings.** The Participant hereby acknowledges that he or she has been warned about the risks related to equine activities and the Activities and represents that he or she has been informed about the characteristics of each of the horses which he or she shall be riding or with which he or she shall be working. The Participant has had opportunity to ask questions of Myopia Hunt Club and is satisfied that he or she understands the risks involved in equine activities and the Activities. By his or her execution of this Release and Indemnification, the Participant agrees to be bound by and comply with the terms hereof and acknowledges that he or she wishes to engage in equine activities and/or the Activities despite the risks and potential dangers involved. The Participant has not relied, and will not in the future rely, on any representations, statements or warranties of Myopia Hunt Club which are not specifically set forth herein.
10. **Consent to Emergency Medical Care.** In the case of any injury or apparent injury to the Participant while on Myopia Hunt Club and/or riding the horses, the Participant hereby authorizes Myopia Hunt Club and any agent, employee, officer, director and/or partner thereof, to seek medical care and attention for him or her, including but not limited to arranging for an ambulance to take the Participant to any medical care facility, transporting the Participant to any medical care facility and consenting to treatment, medication and/or surgery for the Participant. The Participant acknowledges that he or she shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnifies and agrees to hold harmless Myopia Hunt Club for any costs incurred by it on behalf of the Participant.
11. **Emergency Veterinary Care.** In the event of any injury to or illness of the horse owned or ridden by the Participant at any time while at the Property, the Participant hereby authorizes Myopia Hunt Club to undertake any veterinary care it may deem necessary or advisable under the circumstances, including but not limited to: providing emergency first aid and care to the Participant's horse, contacting a veterinarian, transporting the Participant's horse to any veterinary hospital or clinic, consenting to surgery, medication or any other procedure deemed necessary or advisable by Myopia Hunt Club under the circumstances. The Participant hereby acknowledges that he or she shall be solely responsible for the costs of any such care, medication, services, advice and the like related to veterinary care of the Participant's horse. In addition, the Participant hereby releases Myopia Hunt Club from and against any and all liability for any injury or damage to the Participant's horse caused by Myopia Hunt Club's failure to take any action or election to pursue any course of action which

Myopia Hunt Club deemed reasonable under the circumstances given the facts known to it at the time such decision was made.

12. **Waiver or Loss of Consortium Claims.** If the Participant is a married person, the undersigned spouse by the execution hereof, remises, releases and forever discharges for him or herself and his or her heirs, executors and administrators, Myopia Hunt Club of and from all manner of actions, cause or causes of actions, suits, reckoning, controversies, damages, claims and demands, in law or at the equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant, including but not limited to actions for loss of consortium.
13. **Massachusetts Contract.** This Agreement is a Massachusetts contract and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts, without regard to conflicts of laws principals.

The Participant hereby states under the pains and penalties of perjury that he or she has read this Release and Indemnification in complete detail, agrees and accepts the terms and conditions of it, that he or she understands the consequences of executing the Release and Indemnification, and that he or she voluntarily executes this Release and Indemnification as an instrument under seal, as of the _____ day of _____ 20____.

Participant's Signature: _____ **Print Name:** _____

Participant's Address: _____

Participant's Email: _____

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.