

**WAIVER, INDEMNITY AND HOLD HARMLESS
AGREEMENT AND COVENANT NOT TO SUE**

To: William D. Orthwein, Tabitha L. Orthwein, Bloomfield Farm, LLC, DOW, LLC., (all of the above collectively and individually herein sometimes called "Owner" and/or "Instructors")

WHEREAS, the UNDERSIGNED acknowledges the **inherent risks** involved in riding and working around horses, which include bodily injury (**perhaps even death**) of horse or rider from using, riding or being in close proximity to horses, among other risks, and further, that both horse and rider can be injured in normal use training and or instruction.

IN CONSIDERATION THEREFORE of the Owner, Instructors, employees and/or DOW LLC., and/or Bloomfield Farm LLC., the lessee/owner/provider of horses, tack, accessory equipment, buildings and lands in Saratoga County, New York, (hereinafter called "premises") grant the undersigned the privilege to enter premises, to participate in instructional polo practices and related activities and to engage in and participate in equestrian related activities, including, but not limited to, practicing polo, horse training instruction, developing equestrian skills (such as the care, feeding and boarding of horses) **the undersigned hereby waives any and all claims for damages or loss to his or her person or property** which may be caused by any act or failure to act of Owners or its officers, agents and employees, whether or not such act or failure to act be negligent including any liability imposed by statute.

THE UNDERSIGNED ACKNOWLEDGES that he or she has had ample and sufficient opportunity to make an inspection of premises, horses, facilities, tack and other equipment and is aware of potential conditions that may result in injury and may elect not to participate if they have concerns for their safety at any time.

THE UNDERSIGNED ACKNOWLEDGES that the unpredictable nature of animal behavior can be dangerous and can result in risks to person and property involved in polo and the other activities set forth above. **The undersigned assumes all risks of all of the foregoing activities and of dangerous conditions and waives all specific notice of the existence and location of any such dangerous conditions, animals or activities on or about this premises or any other where instruction is provided.**

THE UNDERSIGNED AGREES to indemnify and hold harmless Owners, as owners and/or instructors and/or lessee of premises, horses, tack and or equipment against loss or expense by reason of any liability imposed by law against Owners for damages because of bodily injury accidentally sustained by the undersigned or his or her immediate family, guest, contractors, subcontractors, permittees, agents, servants or employees, or on account of damage to property of any of the above rising out of, or in consequence of, the use of premises of Owners, or guests, contractors, subcontractors, permittees, agents, servants or employees, whether or not such injury, loss or property damage is caused by any negligence of Owners, its officers, employees or agents or any other person and whether or not liability is imposed upon Owners by statute.

It is the further intent of the undersigned that this Waiver shall be and the same is a complete bar to any legal action against Owners or Instructors by or on behalf of the undersigned arising out of any of the matters or activities mentioned above (other than malicious and intentional acts), and in the event any such action is instituted by or on behalf of the undersigned, this instrument may be used as a complete bar to recovery in such action.

Dated at Saratoga County, New York, this _____ day of _____, 20_____.

Signature: _____

Print name: _____

Signature of Parent or Guardian if under 18 years of age: _____

Printed name of Parent or Guardian if under 18 years of age: _____