



PARTICIPANT NAME: _____

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

**NON-MEMBER EQUINE-RELATED ACTIVITIES WAIVER OF LIABILITY,
ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT**

The undersigned Participant and the Participant’s spouse, if any (together, with any minor children who may participate in any of the Equine-Related Activities (as defined below), the “Participant”), as a condition of Myopia Hunt Club, Inc.’s (collectively, with Myopia Hunt Club Stable, as well as any and all persons and parties now or hereafter having any interest in or activities with either Myopia Hunt Club, Inc., or Myopia Hunt Club Stable, “Myopia Hunt Club” and, together, with the Participant, the “Parties”) grant of permission to the Participant to participate in any of the Equine-Related Activities and to otherwise use and access the Property (as defined below), Land (as defined below), facilities, equipment and/or services of Myopia Hunt Club enters into this Non-Member Equine-Related Activities Waiver of Liability, Assumption of Risk, Release and Indemnification Agreement (this “Agreement”) with Myopia Hunt Club.

RECITALS

WHEREAS, Myopia Hunt Club operates Myopia Hunt Club Stable (“Myopia Stable”), which is in the business of providing boarding for “Horses” (which, for purposes of this Agreement, shall include horses and ponies of every kind) and instruction in horseback riding for individuals and which owns, leases, boards, cares for and/or maintains certain Horses at Myopia Stable and permits certain individuals to enter and ride and/or work with one or more Horses at Myopia Stable, on land known as and located at Myopia Hunt Club, Inc., 435 Bay Road, South Hamilton, Essex County, Massachusetts or other land which Myopia Hunt Club otherwise has permission and/or the right to utilize from time to time, including, without limitation, land held by the Myopia Schooling Field Trust (collectively, the “Property”), and/or such other places off the Property where Equine-Related Activities may be conducted, including but not limited to horse shows, clinics, schooling sessions, organized off-premise riding and the like (collectively, including such boarding, care for and maintenance of such Horses, “Horseback Riding”);

WHEREAS, in the event the Participant is boarding one or more Horses at Myopia Stable, the Participant shall be required to enter into a Boarding Contract with Myopia Stable (the “Boarding Contract”), which is subject to and expressly incorporates by reference this Agreement;

WHEREAS, Myopia Hunt Club organizes and offers a polo program, which includes activities including but not limited to polo lessons, cross-country riding and polo practices, games and competition (collectively, the “Polo Program”) and owns and maintains polo fields, equipment and Horses in connection with the Polo Program;

WHEREAS, Myopia Hunt Club organizes equestrian events known as Myopia Hunts, which include activities including but not limited to various activities and exercises with Horses and hounds or other dogs, fox hunting (which includes but is not limited to horseback riding over fences, other obstacles and steep or rough terrain) and hunter paces and hunter trials (collectively, “Myopia Hunts”) and collectively, with Horseback Riding and the Polo Program, “Equine-Related Activities”) and which occur on the Property, including but not limited to certain property that Myopia Hunt Club has the right to use in connection with Myopia Hunts, and/or on land that abuts the Property (the “Land”); and,

WHEREAS, the Participant desires to participate in any of the Equine-Related Activities organized, sponsored or offered by Myopia Hunt Club.

NOW THEREFORE, as a condition of Myopia Hunt Club’s grant of permission to the Participant to participate in any of the Equine-Related Activities organized, sponsored or offered by Myopia Hunt Club and to otherwise use and access the Property, Land, facilities, equipment and/or services of Myopia Hunt Club and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participant agrees as follows:

1. Acknowledgement of Inherent Risks.

(a) Equine-Related Inherent Risks. The Participant acknowledges and understands that Horses and activities related to Horses, including any of the Equine-Related Activities, are inherently dangerous and that there are dangers and risks that are an integral part of any of the Equine-Related Activities (the “Equine-Related Inherent Risks”). The Equine-Related Inherent Risks include but are not limited to: (i) the propensity of a Horse to behave in a manner that may result in injury, harm or death to persons on or around the Horse, to animals around the Horse, or to the Horse itself, including the death of the Horse; (ii) the unpredictability of a Horse’s reaction to such things as sounds, sudden movement or unfamiliar objects, persons or other animals, including but not limited to commonplace unnatural hazards such as bicycles, hunters, birdwatchers, cattle and various livestock, wildlife, dogs, jet skis, boats, all-terrain vehicles, athletic activities and equipment associated with the foregoing; (iii) certain hazards such as surface conditions and subsurface conditions, whether on the Property, the Land or otherwise; (iv) collisions or encounters with other Horses, animals and objects, including, without limitation, golf clubs, golf balls, polo mallets and polo equipment; (v) the possibility that the Participant or others participating in any of the Equine-Related Activities act in a negligent or reckless manner that may contribute to injury to the Participant, other persons, or animals, including but not limited to Horses, such as the Participant’s failure to maintain control over a Horse or not acting within the Participant’s ability while riding and/or working with a Horse; and (vi) any injury or other harm to or disease (including communicable diseases), food poisoning, illness or death suffered or incurred by the Participant or any family member or guest of the Participant or any Horse, dog or other animal owned or leased by or under the direction, custody, control or care of the Participant or any family member or guest of the Participant.

(b) Acknowledgement. The Participant acknowledges and understands that the Equine-Related Inherent Risks include the “inherent risks of equine activities” as described in Massachusetts General Laws Chapter 128, Section 2D and that (i) the Horse-related activities contemplated in this Agreement, including but not limited to any of the Equine-Related Activities, are “equine activities”; (ii) Myopia Hunt Club is an “equine professional” and/or an “equine activity sponsor”; and (iii) the Participant or any family member or guest of the Participant is a “participant,” all as such terms are defined by Massachusetts General Laws Chapter 128, Section 2D. The Participant acknowledges and understands that the Equine-Related Inherent Risks associated with the participation in any of the Equine-Related Activities by the Participant or any family member or guest of the Participant (including any minor child) may result in injury, harm or death to persons riding, working with, or otherwise in proximity to a Horse, including but not limited to the Participant or any family member or guest of the Participant (including any minor child), to animals in proximity to a Horse, including but not limited to other Horses or dogs, or to a Horse itself. With full knowledge of and despite these Equine-Related Inherent Risks, the Participant has voluntarily chosen to ride or work with or around Horses in conjunction with any of the Equine-Related Activities and accepts and assumes all the risks of harm, injury (including death) or damages to the Participant or any family member or guest of the Participant (including any minor child) or the Participant or any family member or guest of the Participant’s personal property, including but not limited to the loss of use or mortality of a Horse, dog or other animal owned or leased by or under the direction, custody, control or care of the Participant or any family member or guest of the Participant. The Participant further acknowledges and understands that **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.**

2. The Participant’s Representations and Acknowledgements.

a. General Representations. The Participant represents, warrants, covenants and agrees that, at all times: (i) the Participant shall, and shall cause any family member or guest of the Participant to, be informed of, understand and abide by the rules, policies, regulations and instructions issued by Myopia Hunt Club or associated with, governing or pertaining to any of the Equine-Related Activities in which the Participant may participate, including but not limited to those explicitly provided for in this Section 2 and those provided for by any of Myopia Hunt Club’s sponsors, judges, instructors, volunteers, coordinators, officials or benefactors (collectively, “Club Rules”), and which shall include but are not limited to the following:

(A) No smoking anywhere on the Property or the Land.

(B) All persons riding, training, and/or working with or around any Horses shall be required to execute this Agreement or the Waiver of Liability, Assumption of Risk, Release and Indemnification Agreement applicable to members of Myopia Hunt Club, as applicable to such person, copies of which shall be provided to the Participant at the Participant’s request.

(C) No instructors, trainers or other persons shall be permitted to teach, coach, instruct, or conduct clinics at Myopia Hunt Club without the express prior consent of Myopia Hunt Club.

(D) Respect the privacy and rights of the members of Myopia Hunt Club and facilities available to such members (including but not limited to the clubhouse, golf course, tennis courts and polo fields) and remain on designated riding areas and trails at all times.

(E) All dogs must remain under the care of such dog's handlers at all times and shall not run loose around the Property. No dog is permitted on the private property surrounding the Property, including but not limited to the Land, without the express prior consent or permission of such private property owners. All dogs must remain on leash unless when walking with the hounds.

(F) No Horse may be ridden at Myopia Hunt Club or otherwise on the Property or the Land without the express prior consent or permission of the owner of the Horse.

(G) No childcare or supervision is provided by Myopia Hunt Club. Parents are responsible for all minor children. Unattended minor children are not allowed at Myopia Hunt Club. Minor children shall at all times while at Myopia Hunt Club be well-behaved, supervised by an appropriate adult and acting safely and appropriately around any Horse or other animal. In the event that a minor child is on the Property and does not conform with any of the Club Rules, the child's parent or supervisor shall be instructed to remove the child from the Property immediately.

(ii) Myopia Hunt Club may issue additional Club Rules as it deems necessary or advisable at any time and from time to time and which shall be posted at Myopia Hunt Club or otherwise provided to the Participant and with which the Participant shall be solely responsible for becoming familiar and complying and for causing any family member or guest of the Participant to become familiar and comply; (iii) the Participant shall, and shall cause any family member or guest of the Participant to, immediately notify Myopia Hunt Club in the event that the Participant or any family member or guest of the Participant observes any instance of non-compliance with Club Rules; (iv) the Participant or any family member or guest of the Participant are competent and capable of safely participating in any of the Equine-Related Activities; (v) the Participant or any family member or guest of the Participant desire permission to participate in the Equine-Related Activities; (vi) the Participant or any family member or guest of the Participant's election to participate in any of the Equine-Related Activities and actual participation in any of the Equine-Related Activities is voluntary; and (vii) neither the Participant nor any family member or guest of the Participant will undertake any Equine-Related Activity or other game, sport, exercise, recreational activity, or other activity that Myopia Hunt Club has not specifically authorized.

b. Equine-Related Representations and Acknowledgements.

(i) *Tack and Equipment.* The Participant represents, warrants, covenants and agrees that, at all times, the Participant shall, and shall cause any family member or guest of the Participant (including any minor child) to: (A) use the Participant's tack and equipment or tack

and equipment belonging to any family member or guest of the Participant in connection with any of the Equine-Related Activities, regardless of whether any Horse involved in such Equine-Related Activities is owned by the Participant, a family member or guest of the Participant, a member of Myopia Hunt Club, Myopia Hunt Club or another; (B) carefully examine all tack and equipment before using it and not use any tack or equipment that upon examination by the Participant or any family member or guest of the Participant is found to be faulty, in need of repair or otherwise unsuitable for use; (C) not allow any other person to use any tack or equipment owned by the Participant or any family member or guest of the Participant, whether or not in connection with the use of a Horse owned, leased, or under the direction, control or care of the Participant or any family member or guest 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, in need of repair or otherwise unsuitable for use; (D) not use any tack or equipment owned by Myopia Hunt Club without Myopia Hunt Club's express prior consent and, in the event of obtaining such consent, carefully examine all such tack or equipment before using it, use all such tack or equipment in the usual and ordinary manner and clean and return all such tack or equipment to its original location after such use; and (E) immediately notify Myopia Hunt Club of such faults, defects or breakage in the event that the Participant or any family member or guest of the Participant locates any faults, defects, need for repair or breakage in any tack or equipment owned or utilized by Myopia Hunt Club. The Participant acknowledges and understands that the tack and equipment used in connection with any of the Equine-Related 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, that Myopia Hunt Club has not undertaken to inspect any tack or equipment and that it shall be the Participant's sole responsibility to carefully examine all tack or equipment before use of such tack or equipment by the Participant or any family member or guest of the Participant. The Participant further acknowledges and understands that in the event that Myopia Hunt Club in its sole discretion deems any of the Participant or family member or guest of the Participant's tack or equipment unfit for use on a Horse, inhumane, in dangerous disrepair or otherwise detrimental or dangerous to the Participant, any family member or guest of the Participant or any other person or to a Horse or any other animal, Myopia Hunt Club shall have the right to demand that such tack or equipment be removed immediately from the Property and that the Participant or family member or guest of the Participant not utilize such tack or equipment on a Horse or any other animal at the Property or while on the Property.

(ii) *Boots and Helmets.* The Participant represents, warrants, covenants and agrees that, at all times, the Participant shall, and shall cause any family member or guest of the Participant (including any minor child) to, wear hard-soled boots with a minimum heel length of one (1) inch. The Participant further represents, warrants, covenants and agrees that, at all times, the Participant shall, and shall cause any family member or guest of the Participant (including any minor child) to, wear ASTM-SEI approved protective headgear with such headgear's chin strap securely fashioned when the Participant or any family member or guest of the Participant is mounted on a Horse in connection with any of the Equine-Related Activities (the "Helmet Requirement"). The failure of the Participant or any family member or guest of the Participant to comply with the Helmet Requirement may result in the Participant's 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 acknowledges and understands that the Participant has been warned of the dangers associated with failing to wear ATSM-SEI protective

headgear while engaging in any of the Equine-Related Activities, which include but are not limited to injury, paralysis and death, and that Myopia Hunt Club **REQUIRES** all individuals to wear ASTM-SEI approved protective headgear with such headgear's chin strap securely fashioned at all times while mounted on a Horse in connection with any of the Equine-Related Activities.

THE PARTICIPANT'S INITIALS BELOW ACKNOWLEDGE THAT THE PARTICIPANT HAS BEEN NOTIFIED THAT WEARING ASTM-SEI APPROVED PROTECTIVE HEADGEAR AT ALL TIMES WHILE MOUNTED ON A HORSE HAS BEEN PROVEN TO SIGNIFICANTLY REDUCE THE CHANCE AND SEVERITY OF HEAD INJURIES AND THAT MYOPIA HUNT CLUB REQUIRES THE PARTICIPANT TO WEAR SUCH PROTECTIVE HEADGEAR AT ALL TIMES WHILE MOUNTED ON A HORSE IN CONNECTION WITH ANY OF THE EQUINE-RELATED ACTIVITIES.

THE PARTICIPANT'S INITIALS: _____ THE SPOUSE'S INITIALS: _____

(iii) *Condition and Use of the Horse.* The Participant represents, warrants, covenants and agrees that neither the Participant nor any family member or guest of the Participant (including any minor child) is aware that any Horse owned or leased by or otherwise under the direction, custody, control or care of the Participant or any family member or guest of the Participant has any dangerous propensities or any conditions or characteristics that would make the Horse unusually dangerous to board or stable, ride or work with, or otherwise use in any of the Equine-Related Activities. The Participant also represents, warrants, covenants and agrees that neither the Participant nor any family member or guest of the Participant (including any minor child) is aware that any Horse owned or leased by or otherwise under the direction, custody, control or care of the Participant or any family member or guest of the Participant has any medical conditions, physical deformities, injuries, contagious diseases or other conditions which would be detrimental or dangerous to any human or other animal which might come into contact with the Horse or which would increase the likelihood of injury or damage to the Horse during its boarding or stabling or otherwise during its use in any of the Equine-Related Activities. The Participant represents, warrants, covenants and agrees that that neither the Participant nor any family member or guest of the Participant (including any minor child) shall: (A) ride or otherwise use any Horse, whether or not owned or leased by or under the direction, custody, control or care of the Participant or any family member or guest of the Participant, in any Equine-Related Activity or for any other purpose that is beyond the Participant or any family member or guest of the Participant's skill or ability to engage in safely or if the Participant or family member or guest of the Participant is otherwise unable to safely manage, control or ride such Horse; or (B) allow any person to ride or otherwise use any Horse owned or leased by or under the direction, custody, control or care of the Participant or any family member or guest of the Participant in any Equine-Related Activity or for any other purpose that is beyond such person's skill or ability to engage in safely or if such person is otherwise unable to safely manage, control or ride such Horse.

(iv) *Condition of Land.* The Participant represents, warrants, covenants and agrees that, at all times, the Participant shall, and shall cause any family member or guest of the Participant (including any minor child) to, be familiar with the boundaries of the Property and

the Land and the location and condition of the riding arenas and trails on the Property and the Land. The Participant acknowledges and understands that the Participant or any family member or guest of 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 land located on the Property or the Land, which may be privately owned by entities other than Myopia Hunt Club, and that the Property and the Land present certain hazards of which neither Myopia Hunt Club nor any persons or entities having interest in, connection with or relation to the Property or the Land (collectively, the "Property and Land Owners") may be aware and that the Participant or any family member or guest of the Participant has not had the opportunity to inspect. The Participant further understands and acknowledges that neither Myopia Hunt Club nor the Property and Land Owners have undertaken to inspect for hazards which may exist on the Property and the Land and have not undertaken to warn the Participant or any family member or guest of the Participant of any such hazards. The Participant understands and acknowledges that it shall be the Participant's sole responsibility to engage, and to cause any family member or guest of the Participant to engage, in any Equine-Related Activity in a cautious manner as a result of any such hazard on the Property or the Land.

c. Reliance. The Participant understands and acknowledges that Myopia Hunt Club has and may rely on the Participant's representations and acknowledgements contained herein.

3. Release. As a condition of Myopia Hunt Club, Inc.'s grant of permission to the Participant to engage in any of the Equine-Related Activities and use and access the Property, the Land, facilities, equipment and/or services of Myopia Hunt Club, the Participant agrees that the Participant shall not hold Myopia Hunt Club (as defined herein), any and all of its directors, officers, trustees, members, employees, servants and agents, any and all of its sponsors, judges, instructors, volunteers, coordinators, officials and benefactors, the Property and Land Owners, and any and all other persons or entities having any interest in, connection with or relation to any of the Equine-Related Activities (collectively, the "Released Parties") liable for any injury, harm or other damage to or disease (including communicable diseases), illness or death suffered or incurred by the Participant or family member of the Participant (including any minor child), any guest of the Participant or any third party (including, without limitation, by way of contribution) or any Horse or other animal stabled at, cared for or maintained by Myopia Stable or owned or leased by or under the direction, custody, control or care of the Participant or any family member or guest of the Participant, caused by or in any manner related to, resulting from or aggravated by the Participant or any family member or guest of the Participant's involvement or participation in any of the Equine-Related Activities or otherwise resulting from the inherent risks of equine activities, as described herein and in Mass. Gen. L. ch. 128, s. 2D, the Services (as defined in the Boarding Contract) or any other services pursuant to the Boarding Contract, or any other involvement with Myopia Hunt Club whether or not such Equine-Related Activities or other involvement were to occur on property owned or leased by Myopia Hunt Club, the Property, the Land or elsewhere. Furthermore, the Participant hereby waives, remises, releases and forever discharges the Released Parties for the Participant, any minor child of the Participant, the Participant's heirs, executors and administrators and any heirs, executors and administrators of any minor child of the Participant of and from all manner of actions, causes of actions, suits, reckonings, controversies, damages, claims, liabilities and demands of every name or nature, in law or in equity, known or unknown ("Claims") that the Participant now has or hereafter can, shall or may have, or that any minor child of the Participant, the Participant's

heirs, executors or administrators or any heirs, executors or administrators of any minor child of the Participant hereafter can, shall or may have, by reason of any injury, harm or other damage to or disease (including communicable diseases), illness or death suffered or incurred by the Participant or any family member or guest of the Participant (including any minor child), any third party (including, without limitation, by way of contribution) or any Horse or other animal stabled at, cared for or maintained by Myopia Stable or owned or leased by or under the direction, custody, control or care of the Participant or any family member or guest of the Participant. This release includes, without limitation, any and all Claims caused by or in any manner related to, resulting from or aggravated by: (a) the Participant or any family member or guest of the Participant's or any Horse owned or leased by or under the direction, custody, control or care of the Participant or any family member or guest of the Participant's participation in any of the Equine-Related Activities, including but not limited to any such Horse being boarded, in turnout, under saddle, being transported, showing or hunting; (b) any non-compliance with the Club Rules or any other rules, policies, regulations and instructions associated with Myopia Hunt Club; (c) any actions that have not been specifically authorized by Myopia Hunt Club; (d) any fault or defect in or unsuitability for use of any tack or equipment used in connection with any of the Services or the Equine-Related Activities, whether or not such tack or equipment was owned, utilized and/or provided by Myopia Hunt Club; (e) any failure to comply with the Helmet Requirement or otherwise wear ASTM-SEI approved protective headgear at all times while mounted on a Horse in connection with any of the Equine-Related Activities; (f) the conditions of the Property or the Land; (g) any person regardless of whether such person was participating in any of the Equine-Related Activities or whether such person had the permission of Myopia Hunt Club or the Property and Land Owners to participate in any of the Equine-Related Activities or otherwise be on the Property or the Land; (h) any Horse or other animal, including but not limited to dogs, owned or leased by or under the direction, custody control or care of Myopia Hunt Club, regardless of whether such Horse or other animal was participating in any of the Equine-Related Activities and regardless of whether such Horse or other animal had the permission of Myopia Hunt Club or the Property and Land Owners to participate in any of the Equine-Related Activities or otherwise be on the Property or the Land; (i) the provision of the Services or any other services pursuant to the Boarding Contract; and (j) any injury or death of the spouse of the Participant, including but not limited to Claims of loss of consortium. This release further includes, without limitation, any and all Claims related to any injury or other harm to or disease (including communicable diseases), illness or death suffered or incurred by any Horse or other animal, including but not limited to dogs, stabled at, cared for or maintained by Myopia Stable or owned or leased by or under the direction, custody, control or care of the Participant or any family member or guest of the Participant caused by or in any manner related to the Released Parties' failure to take any course of action or election to pursue any course of action associated with any Veterinary Care (as defined below) which any such Released Party deemed reasonable under the circumstances given the facts known to the Released Party at the time such decision was made.

4. Indemnification. The Participant represents, warrants, covenants and agrees that, at all times, the Participant shall indemnify, agree to defend with counsel acceptable to Myopia Hunt Club and hold the Released Parties, including but not limited to Myopia Hunt Club and the Property and Land Owners, harmless for any injury or damage (including all costs and attorneys' fees) to any person, including but not limited to any family member or guest of the Participant, to any real or personal property of any person, including but not limited to the Property, the Land or

Horses or other animals, or to any of the Released Parties, including but not limited to Myopia Hunt Club and the Property and Land Owners, that may be caused, directly or indirectly, by the Participant or any family member or guest of the Participant (including any minor child) or any Horse or other animal, including but not limited to dogs, owned or leased by or under the direction, custody, control or care of the Participant or any family member or guest of the Participant (including any minor child), including but not limited to injury or damage that is caused in any manner related to, resulting from or aggravated by: (a) any involvement or participation in any of the Equine-Related Activities or equine activities, as described herein and in Mass. Gen. L. ch. 128, s. 2D, including but not limited to any Horse being boarded, in turnout, under saddle, being transported, showing or hunting; (b) any non-compliance with the Club Rules or any other rules, policies, regulations and instructions associated with Myopia Hunt Club; (c) any actions that have not been specifically authorized by Myopia Hunt Club; (d) any fault or defect in or unsuitability for use of any tack or equipment used or owned by the Participant or any family member or guest of the Participant in connection with any of the Equine-Related Activities; (e) the failure to comply with the Helmet Requirement or otherwise wear ASTM-SEI approved protective headgear at all times while mounted on a Horse in connection with any of the Equine-Related Activities; (f) any person regardless of whether such person was participating in any of the Equine-Related Activities or whether such person had the permission of Myopia Hunt Club or the Property and Land Owners to participate in any of the Equine-Related Activities or otherwise be on the Property or the Land; or (g) any other involvement by the Participant or Horse with Myopia Hunt Club, whether or not such involvement were to occur on the Property, the Land or elsewhere.

5. Consent Medical and Veterinary Care.

a. Consent to Emergency Medical Care. In the case of any injury or apparent injury to the Participant or any family member of the Participant (including any minor child) while at Myopia Hunt Club or otherwise participating in any of the Equine-Related Activities, the Participant hereby authorizes Myopia Hunt Club and any agent, employee, officer, director and/or partner thereof, to seek medical care and attention for the Participant, including but not limited to arranging for an ambulance to take the Participant or any family member of the Participant to any medical care facility, transporting the Participant or any family member of the Participant to any medical care facility and consenting to treatment, medication and/or surgery for the Participant or any family member of the Participant (collectively, “Medical Care”). The Participant acknowledges that the Participant shall be solely responsible for the payment of any costs and expenses incurred on behalf and/or for the benefit of the Participant or any family member of the Participant associated with any such Medical Care, and hereby indemnifies and agrees to hold harmless the Released Parties, including but not limited to Myopia Hunt Club, for any costs incurred by it on behalf and/or for the benefit of the Participant or any family member of the Participant in connection with any such Medical Care.

b. Consent to Emergency Veterinary Care. In the case of any injury to or illness of a Horse or other animal, including but not limited to dogs, owned or leased by or otherwise under the direction, custody, control or care of the Participant or any family member or guest of the Participant at any time while on the Property or the Land, 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

Horse or other animal, contacting a veterinarian, transporting the Horse or other animal to any veterinary hospital or clinic and consenting to surgery, medication or any other procedure deemed necessary or advisable by Myopia Hunt Club under the circumstances (collectively, “Veterinary Care”). The Participant hereby acknowledges that the Participant shall be solely responsible for the payment of any costs and expenses incurred on behalf and for the benefit of Participant or any family member or guest of the Participant and/or the Horse or other animal associated with any such Veterinary Care, and agrees to indemnify and hold harmless the Released Parties, including but not limited to Myopia Hunt Club, from and against any costs or expenses incurred by it on behalf of and/or for the benefit of the Participant or family member or guest of the Participant and/or the Horse or other animal.

6. Governing Law. 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 principles.

7. Mediation and Arbitration. Should any dispute arise between the Participant and Myopia Hunt Club, the Parties agree to discuss the issues confidentially and make good faith efforts to resolve any dispute informally. Should such efforts be unsuccessful then the Participant and Myopia Hunt Club agree that all disputes, claims or controversies arising out of, related to or connected with this Agreement, any services contemplated hereunder, or any participation in any of the Equine-Related Activities organized, sponsored or offered by Myopia Hunt Club or other use of the Property or the Land by the Participant or any family member (including any minor child), including, but not limited to, claims of breach of contract (express or implied), torts, harassment or discrimination, as well as claims based upon any federal, state or local ordinance, statute, regulation or constitutional provision, shall, to the fullest extent permitted by law, be settled, first, by mediation and then, if such mediation is unsuccessful, by arbitration in any forum and form agreed upon by the Parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association (“AAA”) in Boston, Massachusetts, in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA (available at www.adr.org/commercial), including, but not limited to, the rules and procedures applicable to the selection of mediators and arbitrators (the “AAA Rules”). The Parties agree that this arbitration provision is enforceable under the Federal Arbitration Act, 9 U.S.C. §1 et seq. Each party will be responsible for such party’s own attorneys’ fees and out-of-pocket expenses as a result of such arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 7 shall be specifically enforceable. Notwithstanding the foregoing, this Section 7 shall not preclude either party from pursuing a court action for the sole purpose of obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration; *provided* that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 7. The Participant agrees that the Participant will not assert a class or collective action against Myopia Hunt Club in arbitration or otherwise, nor will the Participant join as a member of a class or collective action. Notwithstanding anything in the AAA Rules, the arbitrator will not have the authority to determine whether this arbitration provision or any portion of it is enforceable or whether claims may be arbitrated on a class or collective basis. The arbitrator may not consolidate more than one person’s claims absent the express written agreement of the Parties, and may not otherwise preside over any form of a class proceeding. The Parties agree that the arbitrator shall have the power to decide any motions brought by any party to the arbitration,

including motions for summary judgment and/or adjudication, motions to dismiss and demurrers prior to any arbitration hearing. **BY AGREEING TO THIS ARBITRATION PROCEDURE, THE PARTIES ARE HEREBY WAIVING ANY RIGHTS EITHER MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.** The Parties agree that if any provision of this Agreement to arbitrate is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this agreement to arbitrate.

8. Other Provisions.

(a) Absence of Reliance. In signing this Agreement, the Participant is not relying upon any promises or representations made by anyone at or on behalf of the Myopia Hunt Club.

(b) Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of a party to require the performance of any term or obligation of this Agreement, or the waiver by a party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

(d) Counterparts. This Agreement may be executed in separate counterparts. When both counterparts are signed, the counterparts will be treated together as one and the same document.

[remainder of page intentionally left blank]

Myopia Hunt Club, Inc.: _____

Date: _____

The Participant hereby states under the pains and penalties of perjury that the Participant read this Non-Member Equine-Related Activities Waiver of Liability, Assumption of Risk, Release and Indemnification Agreement in complete detail, agrees and accepts the terms and conditions of this Agreement, that the Participant understands the consequences of executing this Agreement, and that the Participant voluntarily executes this Agreement as an instrument under seal, as of the ___ day of _____, 20__.

Participant's Signature: _____

Print Name: _____

The Spouse hereby states under the pains and penalties of perjury that the Spouse read this Non-Member Equine-Related Activities Waiver of Liability, Assumption of Risk, Release and Indemnification Agreement in complete detail, agrees and accepts the terms and conditions of this Agreement, that the Spouse understands the consequences of executing this Agreement, and that the Spouse voluntarily executes this Agreement as an instrument under seal, as of the ___ day of _____, 20__.

Spouse of Member's Signature: _____

Print Name: _____

In the event the Participant is a minor child, the Participant's Parents shall execute this Non-Member Equine-Related Activities Waiver of Liability, Assumption of Risk, Release and Indemnification Agreement on behalf of their minor child. The Participant's Parents warrant and represent that they are the parents and lawful guardians of the Participant. The Participant's Parents, by their execution hereof, hereby agree and assent to the terms hereof and execute this contract on behalf of their minor child, the Participant, intending it to be legally binding and fully enforceable against the Participant and themselves. The Participant's Parents, by the execution hereof, further waive, remis, release and forever discharge for themselves and their heirs, executors and administrators, Myopia Hunt Club of and from all manner of actions, cause or causes of actions, suits, reckoning, controversies, damages, claims, liabilities and demands of every name or nature, in law or at equity, known or unknown, that they now have or hereafter can or may have or which their heirs, executors or administrators hereafter can or may have by reason of any injury or other harm to or disease (including communicable diseases), illness or death suffered or incurred by the Participant or any Horse or other animal stabled at, cared for or maintained by Myopia Stable owned or leased by or under the direction, custody, control or care of the Participant.

The Participant and the Participant's Parents hereby state under the pains and penalties of perjury that they have read this Non-Member Equine-Related Activities Waiver of Liability, Assumption of Risk, Release and Indemnification Agreement in complete detail, agree and accept the terms and conditions of it, that they understand the consequences of executing this Agreement, and that the Participant's Parents voluntarily execute this Agreement as an instrument under seal, as of the ___ day of _____ 20__.

Participant's Signature: _____

Print Name: _____

Parent of Participant's Signature: _____

Print Name: _____

Parent of Participant's Signature: _____

Print Name: _____

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.