

**DOYLE FARM HORSES, LLC & EQUESTRIAN CLUB
RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT (hereinafter referred to as "Agreement") made and entered

into this ___ day of _____. 20___, by and between Doyle Farm Horses, LLC & Equestrian Club, with its address at 3480 New Roe Rd, Adolphus, Kentucky 42120, (hereinafter referred to as "Doyle Farm"), and _____, hereinafter referred to as "Client".

WITNESSETH

For and in consideration of the mutual covenants and undertaking set forth, the parties hereto agree as follows:

PREMISES: Doyle Farm does hereby grant the reasonable use of the Doyle Farm Horses, LLC and Equestrian Club during the hours the center is open

for use and subject to the regulations thereof.

CONDITIONS & RESTRICTIONS: The following list of conditions and restrictions upon the use of stalls, stable area and facilities is expressly

agreed to by client. Failure by the client and/or client's agents, grooms and/or employees to abide by these regulations will be cause for the

immediate termination of the Agreement by Doyle Farm.

(A) No dogs are allowed on the premises at any time without the express written consent of Doyle Farm.

(B) Any person found to be or reasonably thought to be intoxicated or in possession of illegal drugs will be asked to vacate the Doyle Farm Horses, LLC & Equestrian Club and, in the event such person is a client, their agent, groom, employee, and/or invitee, this Agreement may be

terminated. Cursing and profanity is strongly discouraged on the grounds in public areas.

(C) SMOKING IS STRICTLY PROHIBITED IN AND AROUND THE BARN AREA

(D) Doyle Farm reserves the right to refuse admission to the premises of ANYONE whether they are a member of the general public, an

invitee, employee, agent and/or groom of the client.

(E) Horses will be loaded and unloaded in designated areas only.

(F) All trailers and vans will be parked in designated areas only

(G) All vehicles of the clients, their agents, grooms and/or employees shall be parked in designated areas only.

(H) All horses must have a negative Coggins test dated less than one year prior to the date of arrival. This certificate must accompany

the health certificate upon arrival to Doyle Farm.

DISCLAIMER AND INDEMNIFICATION: The undersigned understands that there are numerous hazards and risks of injury to themselves, their

agents, their employees, the owners, persons upon the grounds at their request and to their property incidental to practicing for, and participating in horse training at Doyle Farm. Therefore, it is agreed, as one of the material considerations and inducements for Doyle Farm

allowing the undersigned to train their horse(s) at Doyle Farm, that the undersigned for themselves and those on whose behalf they train

horses, hereby releases, waives, discharges, covenants not to sue and assumes all risk of loss or damage, of whatsoever kind, nature or

description, to their person or to their property or to the person or property of any kind or nature, as a result of transporting horses to, or

practicing in horse training at Doyle Farm without regard to whether such loss, damage or destruction be the result of the sole negligence of Doyle

Farm or any persons in the employ or service of Doyle Farm, Doyle Farm premises, or of defective appliances, machinery, or any other kind of

property of Doyle Farm. Further, the undersigned, for themselves, their agents, employees, persons on the premises at their request and for

those on whose behalf they train & ride horses, shall save and hold Doyle Farm harmless for all damages, actions, causes of actions, claims, attorney's

fees, costs and losses arising out of any such loss, damage or destruction of whatsoever kind, nature of description, including that causes sole

negligence of Doyle Farm, that may arise or be sustained by the undersigned, or their property or the persons or property of another resulting

from transporting horses, or from practicing for or participating in the training & riding of horses at Doyle Farm. Client hereby specifically agrees to

assume the duty of inspecting the grounds before training & riding horses thereon, and trains & rides horses thereon at their own risk. The client further agrees

to release and hold Doyle Farm harmless for all loss occasioned by fire, theft, vandalism, lightning, floods and/or other acts of God. Client's use

of the training grounds and facilities is deemed in acceptance of these conditions. These provisions shall be binding upon heirs, administrators,

executors and assigns.

WARNING

Under Kentucky law, a farm animal activity sponsor, farm animal professional or other person does not have the duty to eliminate all risk of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

LIABILITY INSURANCE: Client agrees to obtain and keep in force while using Doyle Farm facilities, liability insurance with a company in good standing, to cover damages to Doyle Farm and/or third parties as a result of any accident or injury of any type caused by the client and/or client's agents, grooms and/or employees. The client agrees to carry such insurance in an amount not less than \$1,000,000. All applicants must have Workers Compensation Insurance pursuant to Kentucky State Law.

EQUINE DISCLAIMER: Doyle Farm shall not be liable or responsible for any injury or loss caused or suffered in any manner by or to the horse, on or off the premises, whether caused by the condition of the premises, by the negligence of any agent or employee of Doyle Farm or otherwise.

The owner (and any agent, employee or trainer acting on their behalf) assumes the risk for all injury in her custody, ownership or control, regardless of cause of such injury. The owner (and any agent, employee or trainer acting on their behalf) agrees to hold Doyle Farm harmless against any loss, cost, damage or other expense including reasonable attorney's fee incurred by Doyle Farm by reason of injury to or loss of any horses caused by the action of any horse owned by or in the custody of the owner (and any trainer or agent acting on their behalf) or by the action of any agent or employee of the owner.

NON-ASSIGNABILITY: This Agreement may NOT be assigned or transferred in all or part to allow any other person to use the facility without the express written consent of Doyle Farm.

ENTIRE AGREEMENT: It is understood and agreed by the parties hereto that this Agreement constitutes the entire agreement of the parties, and that no oral statement or prior written statement not attached hereto shall have any force or effect. The Client acknowledges that they have executed this Agreement fully aware of the condition of the facility.

PARTIES BOUND HEREUNDER: This Agreement is in its entirety shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, The parties have executed this Agreement this date and first year above written.

LESSOR:

DOYLE FARM HORSES, LLC & EQUESTRIAN CLUB

_____ BY: _____

WITNESS

_____ CLIENT: _____

WITNESS

CLIENT ADDRESS: _____

CLIENT PHONE: _____