

POPLAR PLACE FARM WAIVER & RELEASE AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE POPLAR PLACE FARM OR ANY OF THE RELEASEES.

In consideration of POPLAR PLACE FARM AND EVENTS, LLC (hereinafter "POPLAR PLACE FARM") making available to me to participate in any capacity (including but not limited to as a rider, handler, lessee, owner, agent, coach, official, trainer, spectator or volunteer, as well as riding one's own equine or another's owned equine, petting, leading, feeding, watering, bathing, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines ("Equine Activities")), or, if applicable, to a minor where I am the Parent(s)/Legal Guardian(s), or both (collectively "Participant"), in any activities on all or a portion of any property, equipment and facilities of POPLAR PLACE FARM including, but not limited to, riding areas, stables, equipment, and equines, I, for myself and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby make the following representations:

1. I am voluntarily participating in the activities on the property and am doing so entirely at my own risk. I acknowledge that Equine Activities and being on a property where such Equine Activities are occurring (while mounted or unmounted), as well as merely being near an equine, are inherently dangerous activities and involve risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of equines, regardless of their training and past performance. I acknowledge that an equine may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted, resulting in serious injury or death. I also acknowledge that injury, harm or death can result from things including, but in no way limited to, (i) the unpredictability of an equine's reaction to sounds (i.e. machinery, equipment, doors opening and closing, rain, wind, thunder, voices, animals, fireworks, guns, motors), sudden movement, and unfamiliar objects, persons, other animals (i.e. loose or contained dogs, chickens, birds, deer), or other things (i.e. jumps, poles, cones, flowers, flags, golf carts, minibikes, water, banks, rocks, and training devices such as whips, bats, spurs); (ii) certain hazards such as surface and subsurface conditions; (iii) collisions with other equines or objects; (iv) the potential of a participant, spectator, or volunteer to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability; (v) the possibility that riding and training tack and equipment may contribute to or cause injury to Participant, (vi) sickness and/or diseases may be spread among equines and/or humans, (vii) situations beyond the immediate control of the Released Parties (as defined below), and (viii) other undefined, not readily foreseeable and presently unknown risks and dangers. I am not relying on Released Parties to list all possible equine-related risks. With this knowledge, I assume full responsibility for my own safety and the safety of the Participant, or any other spectators or other people I have brought onto the property. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or my equine or any loss or damage to property owned by me, as a result of being a participant in Equine Activity. I further acknowledge and agree that the Released Parties shall not be liable for any sickness, disease, theft, death or injury which may be suffered by my equine(s) or other pets while on the property, as I assume all risk for any loss, disappearance, theft, damage or injury for my equine(s) or other pets at all times.

2. Release, Hold Harmless, Indemnification: I agree to release and hold harmless POPLAR PLACE FARM AND EVENTS LLC, POPLAR PLACE FARM, RLBEL PLANTATION LLC, LAUNA DESPORTES, RICHARD DESPORTES, and/or their respective agents, employees, members, managers, successors, assigns, volunteers, guests, visitors, invitees, independent contractors, clinicians, trainers, course builders, and others acting on their behalf (collectively "Released Parties") regardless of whether or not my presence on the real property is related to equines or Equine Activities, from any and all claims, causes of action, demands, obligations, injury, illness, death, damage or other liabilities (collectively "Loss") which are now existing or hereafter mature or accrue at any time arising out of or related to my use of property, equipment or facilities of the Released Parties, including Loss that may be alleged to have been caused directly or indirectly by the acts of other persons, owners, guardians and/or their animals, unless the Loss was caused by the Released Parties' gross negligence or intentional acts. I also agree to indemnify the Released Parties against any Loss sustained or suffered by any third party, whether caused by me directly or indirectly, through negligence or wrongdoing, and I agree to indemnify Released Parties for Released Parties' incurred attorneys' fees for pursuing or defending against such Loss.

3. Agreement Not to Sue: I agree not to bring any action at law or in equity against the Released Parties on my behalf or on behalf of a Participant, whether minor or adult, arising from or relating in any fashion to any Loss suffered by Participant and connected in any fashion with Participant's Equine Activities and agree to defend the Released Parties against any such actions brought by Participant or on Participant's behalf with respect to Equine Activities for which Participant is responsible either jointly or severally. It is my express intent that this Agreement shall bind the members of my family and spouse, heirs, assignees and personal representatives.

4. Minors: In the event Participant or any of the designated individuals is a minor, I, on behalf of said minor, consent to any x-ray, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to said minor under the general or specific instructions of any physician or hospital. I acknowledge that this consent to medical treatment is given in advance of any specific diagnosis or treatment which may be required, but is given to encourage POPLAR PLACE FARM, any hospital staff and physicians to exercise their best judgement as to the requirements of such diagnosis or treatment. I agree to pay all expenses of doctors, hospitals, ambulances, and other medical expenses reasonably and necessarily incurred.

5. Governing Law, Time Limitation & Attorney's Fees: This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Harris County, Georgia. The parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. In the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. I agree that any and all claims and/or causes of action for Loss by me against the Released Parties must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars). I agree to reimburse Released Parties for any attorney's fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims involving, or in any way relating to, me.

7. Certification: I certify that I have read this entire Agreement and understand, agree, and intend on my own behalf, and on behalf of minor Participant, spouse, heirs agents, representatives, relatives, successors and assigns to be bound by all of the terms and conditions contained herein.

The term "Participant" shall also include (child or children's name(s)): \_\_\_\_\_

READ CAREFULLY BEFORE YOU SIGN. THIS DOCUMENT RELEASES POPLAR PLACE FARM FROM ANY LIABILITY RESULTING FROM USE OF POPLAR PLACE FARM PROPERTY, EQUIPMENT OR FACILITIES.

WARNING
UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR 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 CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

Participant Signature (over 18): \_\_\_\_\_
Parent or Guardian Signature: \_\_\_\_\_
Date: \_\_\_\_\_
Participant Date of Birth: \_\_\_\_\_
Home Address: \_\_\_\_\_
Phone Number: \_\_\_\_\_
Email Address: \_\_\_\_\_