

Britta Johnston International Sporthorses International LLC Visitor AGREEMENT

This Visitor Agreement is being entered into by Britta Johnston International Sport Horses, LLC of 67 Hackleys Mill Road, Amissville, Virginia 20106 and (Name)

_____ of (Street address)_____,
(City) _____, (State)_____, (Zip code) _____
(Date)_____.

It is our pleasure to welcome you to our farm. We live in a wonderful location surrounded by the beautiful Virginia country side with some fine horses. While we want your time with us to be enjoyable, relaxing and educational, we also understand that people have various levels of experience with horses. Your safety and that of our equine residents and staff is of utmost importance to us. Please read the following closely.

1. Prohibited Activities. No visitor shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable or that horse's owner.

2. Safety and Release From Liability.

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU OR YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

a. Helmets and Safety Gear. I understand that it is the recommendation of Stable to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. I also understand that I am responsible for the proper maintenance and condition of all equestrian equipment.

Initial:____

b. Horses are Inherently Dangerous. I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I

expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horses it boards and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities.

Initial: ____

c. I am Responsible for my own Conduct and That of the Horse. I understand that I will ride, handle the horse, and will conduct myself, at my own risk while I am on Stable's property.

Initial: ____

d. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. I take full responsibility for myself and will not hold stable, its owners, agents, or employees responsible for accident or injury to myself.

Initial: ____

f. HOLD HARMLESS, DEFEND AND INDEMNIFY. Visitor agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with use of Stable, presence at Stable's facilities, Horse's conduct, or Visitor's actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Initial: ____

g. Costs, Attorneys' Fees, and Expenses. In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Initial: ____

3. Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the

Agreement unless reduced to writing and signed by all parties.

4. Comprehension. Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

5. Governing Law and Venue. This agreement shall be governed by the laws of Virginia. Venue for resolution of disputes shall be proper in United States, Virginia.

Visitor:

Signed: _____

Name: _____

(printed)

STABLE:

Signed: _____

Name: _____

(printed)