

LORD CREEK FARM, LYME TRAIL ASSOCIATION & TRAILS EDGE FARM
ASSUMPTION OF RISK, RELEASE FROM LIABILITY & INDEMNIFICATION

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

This Recreational Horseback Riding ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND INDEMNIFICATION ("**Release**") is made by the undersigned person (the "**Rider**") in favor of Jane I. Davison, Sairon, LP, CDM Realty, LLC, Kevin and Gail O'Sullivan, Suzette V. S. Hearn and Thomas P. Spellane, Trustees of the S. SPENCER SCOTT MARITAL TRUST B, the Lyme Trail Association, Trails Edge Farm/Off Road Enterprises, LLC (collectively with their heirs, successors and assigns, the "**Owners**"), for the purpose of allowing the Rider to ride or otherwise use for recreational purposes any or all of the Owners' Property west of Route 156 and south of Ely Ferry in Lyme, Connecticut (collectively the "**Property**" or the "**Trails**"). The undersigned Rider, being at least 18 years old, has read and fully understands this Release and has signed it of their own free will. If the Rider is younger than 18 years of age or is a Protected Person, the undersigned parent or guardian has read and fully understands this release and signed it on behalf of the minor or Protected Person. The Rider, parent or guardian is referred to collectively as "I" or "me".

ASSUMPTION OF RISK

I UNDERSTAND THAT HORSEBACK RIDING IS AN ACTIVITY THAT INVOLVES CERTAIN INHERENT RISKS THAT CAN LEAD TO SERIOUS INJURY AND DEATH. THOSE RISKS INCLUDE, BUT ARE NOT LIMITED TO, UNEVEN AND/OR SLIPPERY TRAIL CONDITIONS, JUMPS, VARYING SLOPES AND TERRAIN, BUMPS, LOOSE GRAVEL AND DIRT, ROCKS OF VARIOUS SIZES, FOREST GROWTH, DOWNED TIMBER, WET SURFACES, HOLES AND SNAGS, DEBRIS, OTHER HORSEBACK RIDERS, ANIMALS, HUMANS AND VEHICLES. I further agree that as a condition of using the trails, I : (1) Assume any and all risks of injury or death to the Rider while, or as a result of, riding a horse or otherwise using the Trails; (2) Acknowledge that, pursuant to the Connecticut General Statutes § 52-557p, as a person engaged in recreational equestrian activities, I assume, with certain exceptions, the risk and legal responsibility for any injury caused by my participation. See reverse for relevant text of §52-557p; (3) Acknowledge that, pursuant to Connecticut General Statutes §52-557g, an owner of land who makes his or her land available to the public for recreational purposes without charge owes no duty of care to keep the land safe for the public or to give any warning of a dangerous condition. See reverse for relevant text of §52-557g; (4) I will follow carefully all rules of safe and proper riding practices; (5) Agree to use the Trails in "**as is**" condition. The Owners make no warranty about the safety or condition of the Trails; (6) I understand that the Owners do not routinely patrol the Trails to discover or repair hazards found there or to scout for fallen Riders. I accept responsibility to perform my own inspections and will not ride alone.

RELEASE FROM LIABILITY

I further agree that as a condition of using the Trails, I RELEASE AND HOLD HARMLESS and will not make any claims nor file any actions against the Owners of said Trails, their insurance carriers, subsidiaries, affiliates, officers, directors, representatives, assignees, employees, or agents that are based on or that result from, in whole or in part, such risks or the conditions described in the preceding paragraphs; and I agree to release the Owners from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, to person or property, that may be sustained by Rider or caused to others or their property by Rider while using the Trails, including, but not limited to, those injuries and damages caused by negligence (to the extent applicable by law and public policy), on part of the Owners.

INDEMNIFICATION

I agree to INDEMNIFY AND DEFEND the Owners from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, to person or property, that may be sustained by Rider or caused to others or their property by Rider while using the Trails, including, but not limited to, those injuries and damages caused by the negligence (to the extent applicable by law and public policy), on the part of the Owners.

