

Nexus Equine, Inc

Liability Release, Assumption of Risk and Indemnity Agreement

This Liability Release (“Consent/Release”) is made and entered into on _____ (“Participant”), by and between _____ and Nexus Equine, Inc., an Oklahoma non-profit corporation (“Nexus Equine”), and its board members and affiliates (the “Board” and together with Nexus Equine is referred to herein as the “Covered Parties”).

For good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, Nexus Equine and the Participant hereby agree as follows:

1. Awareness of Risk; Assumption of Risk. The Participant is fully aware that contact and working with horses carries an inherent degree of risk and is fully aware of the hazards and the risk inherent in interacting and/or riding horses owned by Nexus Equine, Inc. The Participant hereby elects voluntarily to interact and ride these horses, knowing such risks and hazards of working with horses and knowing that such risks and hazards may become greater during the time that the participant interacts and performs different activities with Nexus Equine horses.

The Participant hereby voluntarily assumes all risks of harm or injury, including, without limitation, death and bodily injury, that may be sustained by the Participant while interacting/riding the horses owned by Nexus Equine.

2. Covenant Not to Sue; Consent/Release. The Participant hereby forever discharges, releases, and covenants not to sue the Covered Parties from all claims, costs, damages, expenses, liability or obligations of any kind whatsoever, from and for any harm or injury, including, without limitation, death and bodily injury that may be sustained by the Participant as a result of, or in connection with, the participation of all activities pertinent to horses owned by Nexus Equine. The Participant assumes full responsibility for, and risk of, all harm and injury, including, without limitation, death and bodily injury that may be sustained by the Participant as a result of, or in connection with, the Participant’s provision of riding and interacting with Nexus-owned horses. Such discharge, covenant not to sue and release includes, without limitation, claims arising

from, or in connection with, the negligence and the gross negligence of the Covered Parties, or any of them, and includes all harm and injury, including, without limitation, death and bodily injury sustained by the Participant as the result of medical treatment, if any, provided to the Participant.

3. Indemnification. The Participant shall indemnify and hold harmless the Covered Parties from any and all claims, costs, damages, liabilities and obligations of every kind whatsoever, including, without limitation, reasonable attorneys' fees that they, or any of them may incur as a result of, or in connection with, the Participant's provision of interacting and riding with Nexus-owned horses.

4. Intended Scope. This Consent/Release is intended to apply to the broadest extent permitted by applicable law. In the event that any provision of this Consent/Release is not enforceable, such unenforceability shall not affect the other provisions of this Consent/Release, which shall remain in full force and effect, and the provision that would otherwise be unenforceable shall apply to the broadest extent permitted by applicable law.

5. Continuing Consent/Release and Indemnity. THE PARTICIPANT UNDERSTANDS THAT THIS IS A CONTINUING CONSENT/RELEASE AND INDEMNITY AGREEMENT, WHICH APPLIES TO ALL HARM AND INJURY, INCLUDING, WITHOUT LIMITATION, DEATH AND BODILY INJURY, AS A RESULT OF, OR IN CONNECTION WITH, THE PARTICIPANT'S PROVISION OF INTERACTION WITH AND RIDING NEXUS-OWNED SERVICES IN THE FUTURE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY COST, DAMAGE, EXPENSE, LIABILITY OR OBLIGATION OF ANY KIND WHATSOEVER INCURRED BY THE PARTICIPANT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COVERED PARTIES NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, PUNITIVE OR SPECIAL DAMAGES.

6. Governing Law; Resolution of Disputes. This Consent/Release shall be governed by, and construed in accordance with, the laws of Oklahoma, without regard to conflict of law principles.

All disagreements and disputes arising hereunder shall be resolved exclusively in the federal and state courts located in Oklahoma County, Oklahoma. The Participant

expressly consents to personal jurisdiction in, and the venue of, such courts and waives all arguments and defenses of every kind whatsoever with respect to such jurisdiction.

7. Entire Agreement. This Consent/Release contains the entire understanding of Nexus Equine and the Participant with respect to the subject matter hereof. The Covered Parties (other than Nexus Equine) are third party beneficiaries entitled to enforce this Consent/Release.

This Consent/Release does not, however, address all aspects of the provision of the Participant and, in particular, Nexus Equine reserves the right, at any time and from time to time, to terminate Participant from interacting and/or riding Nexus owned horses.

THIS CONSENT/RELEASE IS NOT MEANT TO REPLACE OR VOID ANY OTHER CONSENT, RELEASE OR WAIVER EXECUTED BY THE PARTICIPANT PRIOR TO OR HEREAFTER AND IS TO BE CONSTRUED AS PROVIDING ADDITIONAL PROTECTION TO THE COVERED PARTIES AND ALL OTHER CONSENT/RELEASES SHALL REMAIN IN FULL FORCE AND EFFECT.

THE PARTICIPANT HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS CONSENT/RELEASE.

THE PARTICIPANT (OVER 18 YEARS OF AGE) HAS HIS OR HER OWN HELMET OR HAS BEEN PROVIDED A HELMET TO USE WHILE INTERACTING WITH AND RIDING NEXUS-OWNED HORSES.

_____ PARTICIPANT ACKNOWLEDGES HE OR SHE WILL USE HIS OR HER OWN HELMET DURING ACTIVITIES WITH NEXUS-OWNED HORSES.

_____ PARTICIPANT ACKNOWLEDGES HE OR SHE WILL USE HELMET PROVIDED BY NEXUS EQUINE.

_____ PARTICIPANT REFUSES TO USE A HELMET AND ASSUMES ALL RISK ASSOCIATED WITH SUCH REFUSAL.

ANYONE UNDER 18 YEARS OF AGE MUST WEAR A HELMET BEFORE RIDING OR WORKING WITH ANY HORSE OWNED BY NEXUS EQUINE.

BY SIGNING THE FORM, PARTICIPANT ACKNOWLEDGES THAT THE INHERENT

RISKS INVOLVED IN RIDING AND INTERACTING WITH HORSES INCLUDING BUT NOT LIMITED TO:

- **BITES, KICKS, ABRASIONS OR CONTUSIONS FROM HORSES**
- **BEING THROWN OR BUCKED OFF BY HORSES**
- **SCRATCHES OR OTHER INJURY FROM STALLS OR ENCLOSURES**
- **SCRATCHES OR OTHER INJURY FROM GROOMING TOOLS AND OTHER EQUINE EQUIPMENT**
- **ALLERGIC REACTIONS TO ANIMALS, HAY OR OTHER ALLERGENS**
- **TRIPPING IN HOLES OR ON MATERIALS OR EQUIPMENT.**

IN WITNESS WHEREOF, the Participant has executed and delivered this Consent/Release as of the date first above written.

Accepted and Agreed: _____

By:

Nexus Equine, Inc.