

ASSUMPTION OF RISK

GENERAL RELEASE AND INDEMNIFICATION AGREEMENT



In consideration of the privilege of entering upon Gypsy Farms LLC. ("Gypsy Farms" riding facility located on the Winder-Smith Residence/premises located at 27747 Ramblewood Street, San Antonio, Texas 78261 (collectively, "Gypsy Farms") to participate thereon in horseback riding and/or other recreational activities, I, the undersigned, on behalf of myself, my heirs, legal representatives and assigns, hereby voluntarily and knowingly assume all risks and waive and release all claims related thereto, and agree to indemnify Gypsy Farms and all personnel, staff, owners and employees as provided herein.

I understand and acknowledge that horseback riding and other equestrian activities are **inherently dangerous activities** that may cause serious injury or death. I acknowledge that horses are very large and physically powerful animals that can be extremely unpredictable, especially when frightened, angry or stressed. I understand that a horse may stop short, change directions or speeds at will, shift its weight, buck, rear, kick, bite, gallop, run or take a number of other actions that because of the size, power and unpredictability of a horse causes a risk of serious injury or death. I further understand, acknowledge and accept the "as-is" conditions and risks pertaining to Gypsy Farms including, but not limited to, the following: (1) the Gypsy Farms has areas that are in an unimproved, semi-wilderness state and Gypsy Farms has no obligation to improve or repair the property or to make it safe or to warn of dangerous conditions, latent or patent; (2) a wide variety of dangerous and unexpected conditions exist on the Gypsy Farms because it is in an unimproved, semi-wilderness state; (3) other activities may be conducted concurrently upon the Gypsy Farms while I am there including, but not limited to, woodcutting; managing livestock; constructing and maintaining roads, fences, facilities, utility lines and other improvements; and such other activities that may create hazards to my safety and the safety of my horse; and (4) the acts or omissions (including the active or passive negligence, but not willful misconduct or gross negligence) of Gypsy Farms and their directors, officers, shareholders, members, employees, agents and/or such other persons or entities may result in my experiencing losses, damages or bodily injury (including death).

I declare that, prior to the execution of this release, I have apprised myself of sufficient relevant information respecting Gypsy Farms and conditions and activities to be encountered thereon, in order to intelligently exercise my judgment in deciding whether to execute this release, and further declare that my decision to do so was not based on or influenced by any declaration or representation of Gypsy Farms or their employees or agents. I further agree to act in a prudent manner and use my best judgment at all times, taking into account the inherently dangerous nature of horseback riding activities.

Accordingly, I, hereby assume full responsibility for any and all risks and for all claims, actions, liabilities, losses, damages, and expenses (including, but not limited to, attorneys fees) for bodily injury or death and property loss or damage (collectively, the "Losses") incurred by me or arising out of or in connection with my entry, presence or activities upon Gypsy Farms. I knowingly and voluntarily expressly release, indemnify and hold harmless Gypsy Farms and their affiliates, and each of their directors, officers, shareholders, employees, members and agents (collectively, the "Gypsy Farms Parties") from all Losses, arising in any manner out of or in connection with my entry, presence or activities upon Gypsy Farms, AND REGARDLESS OF ANY CONTRIBUTORY OR SOLE, ACTIVE OR PASSIVE, NEGLIGENCE OR STRICT LIABILITY OF GYPSY FARMS PARTIES OR ANY OTHER PERSON OR ENTITY; provided, however, that I shall not be required to indemnify Gypsy Farms Parties to the extent of any willful misconduct or gross negligence by the Gypsy Farm Parties. The risks assumed include all risks which may not now be foreseeable or within the reasonable contemplation by me or the Gypsy Farms Parties. I, for myself, heirs, legal representatives and assigns covenant not to sue the Gypsy Farms Parties for any such indemnified Losses described above.

I have read, understand and voluntarily execute this Assumption of Risk, General Release and Indemnification Agreement and intend that I and my heirs, legal representatives and assigns be bound hereby. Further, I agree not to claim the unenforceability of this Release.

_____ Date	_____ Signature	_____ Spouse Signature
	_____ Printed Name	_____ Printed Name

If the person signing above is a parent or legal guardian of a person under the age of 18 that will be on the premises, such person must also complete and sign the Minor Release on the reverse side on this form.

Assumption of Risk- Horseback Riding General Release and Indemnification Agreement

MINOR RELEASE



Assumption of Risk, Release and Indemnification for Minors: I, as parent/guardian with legal responsibility for the below named person(s) under the age of 18 (the "Minor" or "Minors") consent and agree to his, her or their release and assumption of risk in the same manner and to the same extent as my release and assumption of risk as set forth on the reverse side of this form. For myself, my heirs, legal representatives and assigns, I release, assume and agree to indemnify and hold harmless the Gypsy Farms Parties, for any and all Losses on behalf of and with respect to the Minor(s) entry, presence or activities upon the premises **AND REGARDLESS OF ANY CONTRIBUTORY OR SOLE, ACTIVE OR PASSIVE, NEGLIGENCE OR STRICT LIABILITY OF THE GYPSY FARMS PARTIES AND ANY OTHER PERSON OR ENTITY; provided, however, that I shall not be required to indemnify the Gypsy Farms Parties to the extent of any willful misconduct or gross negligence by the Gypsy Farms Parties.** I, for myself, heirs, legal representatives or assigns pledge not to sue on behalf of myself or the Minor(s) the Gypsy Farms Parties for any such indemnified Losses described above.

NAMES OF PERSONS UNDER THE AGE OF 18:

Printed or typed name

Printed or typed name

Date _____

PARENT/LEGAL GUARDIAN

Relationship to person above

Printed or typed name

Signature