

Old Salem Farm

RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT

For and in consideration of Old Salem Farm Acquisition Corp. ,dba Old Salem Farm and Kamran Hakim allowing me, the undersigned, to ride on Old Salem Farm's property, and/or participate in any capacity (including, but not limited to, as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in an equine activity, including, but not limited to, equestrian clinics, practices, shows, competitions and related or incidental activities, and specifically (all referred to herein as "Equine Activity") at Old Salem Farm; I, for myself, and on behalf of my spouse, heirs, next of kin, any legal or personal representative, executor, administrator, successor, and assign, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS: I agree to be bound and abide by the rules, regulations, and policies of Old Salem Farm provided to me prior to or upon arrival at Old Salem Farm and as posted at the facility, as well as the rules, regulations, and policies of Equine Activity management and any oversight body.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with Equine Activity and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any equestrian event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain and suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my horse and equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of Old Salem Farm or Equine Activity management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that under the laws of the state of New York, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent Risks of equine activities.

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Equine Activity, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses I incur as a result of my participation in any Equine Activity held at Old Salem Farm. I also agree to be responsible for any injury or damage caused by me, my horse, my employee or contractor under my direction and control at any Equine Activity held at Old Salem Farm.

EQUINE ACTIVITY LIABILITY ACT WARNING:

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS

RIDE AT YOUR OWN RISK

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my riding on Old Salem Farm property and/or participation in any Equine Activity held at Old Salem Farm, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Old Salem Farm and Kamran Hakim (including Old Salem Farm officers, directors, agents, assigns, employees, members, staff, or participants), Equine Activity participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the show owner, licensee, and competition managers; the promoters, sponsors, or advertisers; any charity or other beneficiary which may benefit from the Equine Activity; the owners, managers, or lessors of any facilities or premises where the Equine

Activity may be held; and all officers, directors, employees, agents, contractors, and volunteers of any of the aforementioned parties (individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim, demand, cause of action, death, injury, damage, loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Equine Activity as defined by The State of New York, as amended, or social functions sponsored by Old Salem Farm or held on its behalf or for its benefit. With this waiver, I accept notice of the provisions of the Equine Activity Liability Act, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities." With this waiver, I expressly assume the risk of injury or death due to negligence by Old Salem Farm, its officers, directors, assigns, agents, employees, members, and staff, for my own safety or for the safety of my minor child. This waiver shall remain valid unless expressly revoked by the participant, or parent or guardian of a minor, in writing, with receipt acknowledged by a representative of Old Salem Farm.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE FROM AND WAIVER OF LIABILITY, AS WELL AS HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND I AM GIVING UP (WAIVING AND RELEASING), ANY RIGHT I MAY HAVE TO SUE OR MAKE A CLAIM WHICH I MAY HAVE, OR WHICH MAY SUBSEQUENTLY ARISE OR OCCUR, AGAINST OLD SALEM FARM (INCLUDING ITS OFFICERS, DIRECTORS, ASSIGNS, AGENTS, EMPLOYEES, MEMEBERS AND STAFF), AND THE RELEASED PARTIES OR EVENT ORGANIZERS AS SET FORTH HEREIN, FOR ANY INJURIES I MAY SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS OLD SALEM FARM (INCLUDING ITS OFFICERS, DIRECTORS, ASSIGNS, AGENTS, EMPLOYEES, MEMEBERS AND STAFF) AND THE RELEASED PARTIES OR EVENT ORGANIZERS FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER. IT IS MY INTENT TO GIVE UP THESE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Equine Activity at Old Salem Farm. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim. The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Signature: (parent if under 18) _____ Date: _____

Address: _____

Phone: _____ Email: _____