

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT MILLER SCHOOL EQUESTRIAN CARE & RIDING PROGRAM

In recognition of the inherent unpredictability of horses when participating in equestrian activities, in consideration of the right to participate in the initial year of the equestrian care and riding program as part of the extracurricular program at The Miller School of Albemarle, Inc. (the “School” and the “Sport”) and any and all activities related to the Sport (including, but not limited to, transportation to and from Mechum’s View Farm, Charlottesville, Virginia the “Stable”, where much of the activity will take place), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned minor and his or her parent or legal guardian, the undersigned student at the School and his or her parent or guardian do hereby release, hold harmless and agree to indemnify against all loss or damage of any type, or claim thereof, the School, its trustees, officers, successors, assigns, employees, agents, personnel, insurance carriers, and independent contractors from any and all action, liability or responsibility whatsoever pertaining to any injury, harm, loss, or inconvenience suffered or incurred, or alleged to have been suffered or incurred, by the undersigned during or as a result of any activity related to the Sport or the Stable. This release, hold harmless and indemnification agreement shall include legal fees and related expenses that may be reasonably incurred by the School.

Each of the undersigned affirms that the rules of the Stable and the School with respect to participation in the Sport will be scrupulously followed and obeyed and that, without refund or rebate of any kind, the School reserves the right to terminate the student’s participation in the Sport for any transgression of the rules or the standards of

behavior expected by the School and the Stable. Each of the undersigned affirms and agrees that the School has made no warranties whatsoever with respect to participation in the Sport or injuries that may occur as a result thereof and that the School and its officials and associates are not the guarantors of the undersigned's well-being while participating in the Sport, nor are the School and its officials or associates regarded by the undersigned as insurers of any kind for damage or loss of property, personal injury, or loss of life related to participation in the Sport. Each of the undersigned represents that he/she has read this document in its entirety, understands and is in agreement with its terms and provisions, is voluntarily affixing his/her signature hereto, and is free of any mental or physical infirmity or condition that may adversely affect the student's participation in the Sport.

This document may be executed in counterparts and made effective by facsimile transmitted signatures.

Executed as of this ____ day of _____, 20____.

Signature of Student: _____

Printed Name of Student: _____

Birth Date of Student: _____

Signature of Parent or Guardian: _____

Printed Name of Parent or Guardian: _____