

DATE: November 21, 2024



BEVERLY EQUESTRIAN

Release, Waiver of Right to Sue, and Assumption of All Risks

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Waiver ("Waiver") is given in part under the VIRGINIA EQUINE ACTIVITY LIABILITY ACT (Code of Virginia Section 3.2-6300 *et seq.*) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Waiver by reference.

This Waiver is also given in part under the FLORIDA EQUINE ACTIVITY LIABILITY STATUTE (Florida Chapter 773.04 *et seq.*) as it may now provide or be hereafter amended (the "Statute") that provides that under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

This Waiver shall be so construed as to provide to Darrin Mollett, Bill Ballhaus, Beverly Polo, LLC, LLC, Beverly Boarding, LLC, Beverly Training, LLC, Beverly Eventing, LLC, and/or Beverly Equestrian, LLC, (each an Equine Activity Sponsor and/or Equine Professional as those terms are defined in the Act and the Statute), and their owners, managers, employees, agents, heirs, and successors and assigns (hereinafter individually or collectively referred to as "Beverly") the fullest protection of a release, waiver of right to sue and assumption of all risks that is afforded to Beverly by the Act and the Statute and by general law.

In consideration for and for the purpose of participating in any Equine Activity, as that term is defined in the Act and the Statute, and including but not limited to, coming into contact with horses, land, jumps, equipment, or facilities either owned or controlled by Beverly, and/or receiving training or instruction from the agents or employees of Beverly, the undersigned (including any minor in whose behalf the undersigned signs this Waiver, hereinafter referred to as the "Participant") hereby agrees as follows:

The Participant hereby acknowledges that Participant has full and complete notice and understanding of the Act and the Statute and that Beverly shall not be liable for an injury to or death of Participant resulting from the intrinsic dangers of equine activities and, except as provided in the Act and the Statute, 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.

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including:

(i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them;



- (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
- (iii) certain hazards such as surface and subsurface conditions;
- (iv) collisions with other animals or objects; and
- (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

The Participant hereby releases and waives all rights that Participant may have or hereafter have against Beverly for death, personal injury or property damage that is in any way associated with the intrinsic dangers of equine activities; Participant does hereby waive Participant's right to sue or to bring any action against Beverly in connection therewith; Participant agrees to indemnify and defend Beverly from and to hold Beverly harmless against any such suit or action; including reimbursement of legal fees associates with the defense of any claim, and Participant hereby expressly assumes all risks and dangers of death, personal injury and property damages that are in any way associated with the intrinsic dangers of equine activities enumerated above.

WAIVER AND RELEASE OF LIABILITY; INDEMNIFICATION. IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, I, ON BEHALF OF MYSELF AND THE OTHER RELEASORS, HEREBY KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY DARRIN MOLLETT, BILL BALLHAUS, BEVERLY POLO, LLC, BEVERLY BOARDING, LLC, BEVERLY TRAINING, LLC, BEVERLY EVENTING, LLC, AND/OR BEVERLY EQUESTRIAN, LLC AND THEIR RESPECTIVE AFFILIATES, MEMBERS, PARTNERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, ATTORNEYS, SUCCESSORS, PREDECESSORS, PARENTS, SUBSIDIARIES, AGENTS, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE "**RELEASED PARTIES**"), FROM ANY AND ALL SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEBTS, CONTRACTS, SUMS OF MONEY, COVENANTS, CONTROVERSIES, AGREEMENTS, PROMISES, ERRORS, OBLIGATIONS, FEES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) WHATSOEVER, WHETHER KNOWN OR UNKNOWN, OF WHATEVER TYPE OR NATURE, WHETHER AT LAW OR IN EQUITY, THAT I OR THE OTHER RELEASORS AT ANY TIME HAVE, HAVE HAD, OR HEREAFTER MAY HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF OR IN ANY WAY CONNECTED (DIRECTLY OR INDIRECTLY) TO THE ACTIVITIES.

The Participant hereby authorizes and consents to any emergency medical care that may at the time appear reasonable and appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an Equine Activity and assumes the costs associated with any such care. Participant also releases and waives all damages, claims and/or causes of action that Participant may have resulting from any emergency medical care administered by Beverly.

I hereby agree that if I am a parent/legal guardian signing on behalf of my minor child, that I am agreeing to all of the provisions stated herein (including, without limitation, the release, waiver, indemnity and assumption of risk provisions) on my own behalf, AND ON BEHALF OF MY MINOR CHILD. I HAVE CAREFULLY READ THIS RELEASE, HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS REGARDING ITS CONTENTS, AND FULLY UNDERSTAND ITS CONTENTS. I FULLY UNDERSTAND THAT I AND/OR A MINOR FOR WHOM I AM SERVING AS PARENT/LEGAL GUARDIAN, ARE HEREBY WAIVING AND RELEASING ALL RIGHTS OF RECOVERY OF DAMAGES AGAINST THE RELEASED PARTIES AND ARE ASSUMING ALL RISKS RELATED TO THE ACTIVITIES, AND I SIGN IT



OF MY OWN FREE WILL.

If this Waiver is executed by the undersigned for and on behalf of a minor participant named below, the undersigned hereby warrants and represents that he or she is in fact the parent or legal guardian of such minor, with full rights of custody and control; that this Waiver is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns; and the undersigned further agrees that this Waiver shall also be as fully binding on the undersigned as if it were entered into solely on his or her own behalf.

This Waiver shall remain valid and in full force and effect from and after the date noted at the signature of the undersigned until expressly revoked by the undersigned in a written notice personally delivered to Beverly.

To the extent possible, this Waiver shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Waiver shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of the Waiver shall continue in full force and effect.

This Waiver shall be binding upon the heirs, personal representatives, successors and assigns of the Participant and the undersigned.

IN CASE OF EMERGENCY: Please contact:

at **CELL:**

Participant Name :

Over 18? Yes No

Participant Mailing Address:

Your Email Address:

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

SIGNED DATE: November 21, 2024

To complete waiver:



- Enter your full legal name + email address below
- Sign by **blue** arrow

Thank you! You'll be emailed a PDF copy of signed waiver.
If you do not receive email confirmation, please check your spam folder.

X



Signature Certificate

Document name: Beverly Equestrian Liability Release

🔒 Unique Document ID: D00FD64829F45F896121B733AD5E4B52D7995EFD

 LEGALLY SIGNED USING
WP Signature
Build. Track. Sign Contracts.

Timestamp

Audit

July 16, 2020 5:38 AM EST

Beverly Equestrian Liability Release Uploaded by STRIDER Team - support@striderpro.com IP 108.48.1.181

July 16, 2020 5:47 AM EST

Tara Beverly - tswersie+beverly@gmail.com added by STRIDER PRO - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101

July 16, 2020 5:52 AM EST

Tara Beverly - tswersie+beverly@gmail.com added by STRIDER PRO - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101

July 16, 2020 6:16 AM EST

Tara Beverly - tswersie+beverly@gmail.com added by STRIDER PRO - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101

July 16, 2020 6:25 AM EST

Tara Beverly - tswersie+beverly@gmail.com added by STRIDER PRO - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101

July 16, 2020 6:31 AM EST

Tara Beverly - tswersie+beverly@gmail.com added by STRIDER PRO - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101

July 16, 2020 6:34 AM EST

Tara Beverly - tswersie+beverly@gmail.com added by STRIDER PRO - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101

July 16, 2020 6:39 AM EST

Tara Beverly - tswersie+beverly@gmail.com added by STRIDER PRO - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101

July 16, 2020 6:42 AM EST

Tara Beverly - tswersie+beverly@gmail.com added by STRIDER PRO - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101

July 16, 2020 6:44 AM EST

Tara Beverly - tswersie+beverly@gmail.com added by STRIDER PRO - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101

July 22, 2020 2:05 PM EST

Tara Beverly - tswersie+beverly@gmail.com added by Team STRIDER - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101

July 22, 2020 3:13 PM EST	Tara Beverly - tswersie+beverly@gmail.com added by Team STRIDER - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101
July 22, 2020 4:04 PM EST	Tara Beverly - tswersie+beverly@gmail.com added by Team STRIDER - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101
July 22, 2020 4:09 PM EST	Tara Beverly - tswersie+beverly@gmail.com added by Team STRIDER - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101
July 22, 2020 4:27 PM EST	Tara Beverly - tswersie+beverly@gmail.com added by Team STRIDER - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101
July 22, 2020 5:00 PM EST	Tara Beverly - tswersie+beverly@gmail.com added by Team STRIDER - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101
July 22, 2020 5:06 PM EST	Tara Beverly - tswersie+beverly@gmail.com added by Team STRIDER - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101
July 22, 2020 5:15 PM EST	Tara Beverly - tswersie@gmail.com added by Team STRIDER - support@eventclinics.com as a CC'd Recipient Ip: 108.56.194.101
July 23, 2020 1:48 PM EST	Tara Beverly - tswersie@gmail.com added by Team STRIDER - support@striderpro.com as a CC'd Recipient Ip: 72.223.112.74
July 23, 2020 1:53 PM EST	Tara Beverly - tswersie@gmail.com added by Team STRIDER - support@striderpro.com as a CC'd Recipient Ip: 72.223.112.74
July 24, 2020 8:11 PM EST	Tara Beverly - tswersie+beverly@gmail.com added by Team STRIDER - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
July 24, 2020 8:11 PM EST	GMI Meadow - tswersie@saharamanagement.com added by Team STRIDER - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
July 25, 2020 6:38 AM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
July 25, 2020 6:38 AM EST	Team STRIDER - support@striderpro.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
July 28, 2020 6:40 AM EST	Beverly Equestrian - tswersie+beverly@gmail.com.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101

July 28, 2020 6:40 AM EST	Team STRIDER - support@striderpro.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
July 29, 2020 3:43 PM EST	Beverly Equestrian - tswersie+beverly@gmail.com.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
July 29, 2020 3:43 PM EST	Team STRIDER(beverlyoffice) - support@striderpro.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
July 29, 2020 4:03 PM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
July 29, 2020 4:03 PM EST	Beverly Officetest - tswersie@striderpro.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 9:51 PM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 9:51 PM EST	Beverly Officetest - tswersie@saharamanagement.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 9:59 PM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 9:59 PM EST	Beverly Officetest - tswersie@saharamanagement.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 10:14 PM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 10:14 PM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 10:18 PM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 10:18 PM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 10:35 PM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101

July 31, 2020 10:35 PM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 10:44 PM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
July 31, 2020 10:44 PM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:07 AM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:07 AM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:14 AM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:14 AM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:22 AM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:22 AM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:31 AM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:31 AM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:38 AM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:38 AM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:47 AM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101

August 1, 2020 7:47 AM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:48 AM EST	Beverly Equestrian - tswersie+beverly@gmail.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 1, 2020 7:48 AM EST	Beverly Officetest - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 3, 2020 8:20 AM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 3, 2020 8:20 AM EST	CC Office - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 11, 2020 1:15 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 11, 2020 1:15 PM EST	CC Office - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 11, 2020 1:21 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 11, 2020 1:21 PM EST	CC Office - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 16, 2020 12:51 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 16, 2020 12:51 PM EST	CC Office - support@striderpro.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
August 16, 2020 12:51 PM EST	Loralyn First - loralyn_first@yahoo.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
September 9, 2020 7:19 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
September 9, 2020 7:19 PM EST	Loralyn First - loralyn_first@yahoo.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101

September 16, 2020 6:08 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
September 16, 2020 6:08 PM EST	Loralyn First - loralyn_first@yahoo.com added by STRIDER Team - striderwaivers@gmail.com as a CC'd Recipient Ip: 108.56.194.101
November 22, 2020 9:56 AM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
November 22, 2020 9:56 AM EST	Sophia Saffos - saffossophia@gmail.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
January 22, 2021 8:32 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
January 22, 2021 8:32 PM EST	Sophia Saffos - saffossophia@gmail.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
June 4, 2021 11:41 AM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 108.56.194.101
April 4, 2022 12:44 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 74.96.94.74
April 4, 2022 12:48 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 74.96.94.74
April 4, 2022 12:52 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 74.96.94.74
April 11, 2022 12:28 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 74.96.94.74
April 7, 2023 12:21 PM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 74.96.94.142
April 8, 2023 9:13 AM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 74.96.94.142
December 1, 2023 8:10 AM EST	Beverly Equestrian - info@beverlyequestrian.com added by STRIDER Team - support@striderpro.com as a CC'd Recipient Ip: 96.241.229.147

October 18, 2024 6:29 AM
EST

Beverly Equestrian - info@beverlyequestrian.com added
by STRIDER Team - support@striderpro.com as a CC'd
Recipient Ip: 108.48.1.181



This audit trail report provides a detailed record of the
online activity and events recorded for this contract.

Page 11 of 11