

BROOKVILLE ARABIANS, LLC

16106 East Redbird Road

Scottsdale, AZ 85262

Phone: 480-471-2285 Fax: 480-471-2286

Email: info@brookvillearabians.com

CONSENT AND RELEASE

This Consent and Release (this "Agreement") is executed

by _____

("Owner"), whose address is

_____, to

Brookville Arabians, LLC, its owners, shareholders, directors, officers, employees, agents, successors and assigns.

Owner understands, acknowledges and agrees that Collectively BVA, LLC is taking custody as a bailee of the following described horse (the "Horse"):

Name _____

Markings _____

Breed _____

Sex _____

Color _____

In lawful consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties. Owner hereby releases, discharges and holds harmless BVA, LLC from any and all obligations, liabilities, claims, fines, levies, losses or actions of any nature whatsoever, whether in contract, in tort or otherwise, including, but not limited to, court cost, litigation expenses and attorney's fees (including attorney's fees on appeal) related to, arising out of or in any way connected with any damage or injury caused by or to the Horse.

During the time the Horse is in the custody of BVA, LLC, shall not be liable for any sickness, disease, stray, theft, injury or death which may be suffered by Horse or any other action whatsoever arising out of or connected in any way with BVA, LLC's study of the Horse. Owner fully understands and acknowledges that BVA, LLC does not carry any insurance on the Horse and that the Horse is not covered under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with BVA, LLC's custody or care of the Horse are borne by Owner.

Owner hereby appoints BVA, LLC as a designated caretaker of the animal, to wit: the Horse, as the term “designated caretaker of the animal” and in acknowledgement thereof, Owner consents to the administration to the Horse BVA, LLC of oral and injectable medications, the application of tinctures, or other treatments for the care of the Horse. OWNER UNDERSTANDS AND ACKNOWLEDGES THAT BVA, LLC IS NOT A VETERINARIAN. BVA, LLC, DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS CARE OF THE HORSE.

OWNER REPRESENTS THAT OWNER HAS CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTANDS ITS CONTENTS AND HAS HAD AN OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL. OWNER IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONSENT, AND OWNER REPRESENTS THAT IT HAS SIGNED IT OF OWNER’S FREE WILL AND ACT.

IN WITNESS WHEREOF, This Release is executed as of the _____ day of _____, 20 _____

OWNER:

BVA, LLC

By: _____

By: _____

Name: _____

Name: _____

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.