

Bridlechase Farms, LLC

12001-12004 SW 103rd Ave Gainesville, Florida 32608

WARNING

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 [CHAP. 773 FLORIDA STATUTES (1993)] RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

I am aware that riding horses, mules, donkeys, and/or ponies, taking lessons, clinics, showing, jumping, trail riding, and other events or activities related to such animals and participation in related events at or around areas used for the housing or stabling of animals (hereinafter collectively referred to as "riding") are activities of an inherently dangerous nature which pose potentially serious risks of injury to their participants. I understand that being around a horse or a stable in a rural community is very risky and dangerous, that injury can occur easily and in a wide variety of situations and incidents.

I acknowledge and understand that horses, donkeys, mules, and ponies can strike, kick, fall, buck and throw off, and that dogs and cats can bite, scratch and fight, causing damage and injury. I understand that equipment can break causing injury.

I understand that I or my horse or property may be injured as a result of the negligence or gross negligence of myself or others or through no fault of myself or anyone else, because of the nature of these activities. I also understand that animals, even the best trained, are of ten unpredictable and difficult to control.

I understand that the property I will be riding over has hazardous and trappy terrain including without limitation latent or patent defects known and unknown to the Operators and the Landowners, debris, holes, brush, ditches, wire fences, etc., which could cause injury to me or my horse or property. With knowledge of the foregoing and in consideration of being permitted to enter upon the property managed by the Operators and/or to participate with the Operators in the above referenced activities, I assume all risks associated with those activities and anything else related to the Operators.

I and my administrators, successors, executors, heirs, representatives, family members, guests and assigns hereby release, remise, acquit, satisfy, waive and forever discharge the Operators and Landowners from any and all manner of action, inactions, causes of action, suits, debts, claims, claims for relief, damages, demands, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions and liability (collectively "claims") of whatsoever kind or nature, in law or in equity, actual or threatened, direct or indirect, fixed or contingent, known or unknown, developed or undeveloped, which I ever had, now have or may hereafter have, from the beginning of time to the end of time including, without limitation, anything arising out of or in any way related to the Operators, the land owned by the Landowners or any activities conducted or engaged in by the Operators.

I likewise release the owners of any privately owned animals who may be on the property managed by the Operators, and/or the land owned by the Landowners, from any and all claims for damage to me, my house or property resulting from such privately owned animals. Nothing in this instrument shall be deemed to require the Operators or the Landowners to exercise any standards of care, except for those standards of care which require that no one act to intentionally, willfully, or wantonly injure me or my horse or property. All other standards of care, which might otherwise be inferred or implied, are hereby waived to the fullest extent allowed by law.

By signing this Agreement, I agree that I will not bring unto the premises operated by Operators any guests, persons, or entities unless they first likewise sign a similar release, waiver of liability and indemnity and if such person is a minor, the parent and/or guardian of such minor must also sign. My failure to have any such person sign a release, waiver of liability and indemnity will constitute my agreement to defend, indemnify and hold harmless the Operators and the Landowners against any and all claims which may be brought by such persons.

If I am a minor, I acknowledge that I am not to enter upon the property operated by Operators unless and until this Agreement has likewise been signed by my parents and/or guardians. I further agree to indemnify, defend, and hold harmless the Operators and the Landowners, for any and all loss or damage that they, or any of them, may incur by reason on my participation in riding activities. This Release may be pled and may not be rebutted, as a full and complete defense to any and all claims, including all claims for court costs, disbursements or attorneys' fees asserted against the Operators or the Landowners, as the conclusive basis for an abatement of or injunction against any such action or other proceeding and as the conclusive basis of a counterclaim, cross-claim or separate action for damages.

For the purpose of this Agreement, "property damage" shall include damage of whatever nature or cause to property

including horse or tack, owned by the Bridlechase Farm, LLC., the undersigned, or third persons, including but not limited to loss due to theft, fire, acts of nature, terrorism, or whatever the cause. Additionally, this Agreement extends to any and all liability arising out of or in any way connected with such provision of ambulance service, medical or paramedical attention, or the failure to provide therefore.

I agree that this document, when signed by me, may be used by the Operators or the Landowners in lieu of posting a warning on the site of the equine activity. I acknowledge that I have thoroughly read, reviewed, and understand the terms and provisions of this instrument, which shall not be revocable so long as I am engaged in riding activities with the Operators, and thereafter shall be revocable only five days after I have delivered written notice of such revocation to Crystal O'Brien Bessellieu.

BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY, I UNDERSTAND THAT I AM GIVING UP, WAIVING AND RELEASING ANY RIGHT I HAVE TO SUE OR MAKE ANY CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST THE OPERATORS OR THE LANDOWNERS FOR ANY INJURIES WHICH I MIGHT SUSTAIN WHILE PARTICIPATING IN ACTIVITIES DESCRIBED. IT IS MY INTENT TO GIVE UP THOSE RIGHTS, AND I DO SO KNOWINGLY AND VOLUNTARILY. IN THE EVENT AN ATTORNEY IS ENGAGED TO ENFORCE, CONSTRUE OR DEFEND ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR TO COLLECT ANY PAYMENT FOR SUMS DUE HEREUNDER, EITHER WITH OR WITHOUT SUIT, THE UNDERSIGNED AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS THAT MAY BE INCURRED BY THE OPERATORS AND/OR LANDOWNERS. I HEREBY WAIVE TRIAL BY JURY AND AGREE THAT THE EXCLUSIVE VENUE FOR ANY PROCEEDING RELATED HERETO OR THE PARTIES RELATIONSHIP HEREUNDER SHALL BE IN ALACHUA COUNTY, FLORIDA. IN THE EVENT THAT ANY PORTION OF THIS VISITOR AGREEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, SUCH INVALIDITY OR UNENFORCEABILITY SHALL NOT AFFECT THE ENFORCEABILITY OR VALIDITY OF ANY OTHER PORTION OF THIS VISITOR AGREEMENT, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT AND BE CONSTRUED AS IF THE INVALID OR UNENFORCEABLE PORTION WERE NOT PART OF THE VISITOR AGREEMENT.

PARENT OR GUARDIAN RELEASE, WAIVER, AND INDEMNITY

I am the parent or guardian of the above participant, a minor, and on the minor's behalf, and on my behalf and on behalf of all other parents or guardians of the minor I hereby consent to, accept join in, ratify and adopt the release and waiver of liability above as an inducement for allowing my child to ride with the Operators.

I further authorize any emergency medical care, which may be necessary and agree to indemnify and hold harmless all persons and entities from any and all loss or damage which they may occasion by reason of my child's participation in the activities of the Operators. As parent or guardian, I understand and acknowledge I am responsible to supervise my child one hundred percent (100%) of the time, and have no expectation that the Operators or Landowners will provide any supervision of any kind.

Parent or Guardian: _____

Signature: _____

Date: _____

Address: _____

Phone: _____ Email: _____