

FOX HOLLOW FARM
EQUINE ACTIVITY UNCONDITIONAL AND FULL GENERAL
RELEASE AND INDEMINITY AGREEMENT

A. I, ^for and in consideration of the acceptance of my participation and/or the participation of my child or ward. While on the property know as Fox Hollow Farm located at 318 North Roscoe Blvd., Ponte Vedra Beach, FL 32082, by Edward E. and Nell R. Haste, Ann Leeper, Cathy Royal, Lea Duffy and any other family associated with the property; ride, mount, inspect, handle any horse, volunteer and/or participate as a spectator on the property, FULLY UNDERSTAND and AGREE TO ASSUME THER RISKS incidental to such participation. Those risks include, but are not limited to:

- 1) Horseback riding is classified as Rugged Adventure Recreational Sport Activity;
- 2) Horses are 5-10 times larger than, 20 to 40 times more powerful, and 3 to 4; times faster than a human
- 3) A horse may be started by sudden movement, noise or other factors, and may shy suddenly, rear, stop short, change direction or speed at will, bite, buck, kick or run with its rider and that no horse is a completely safe horse; and
- 4) There are numerous obvious and non-obvious inherent risks always present in such Equine activity while on the property known as Fox Hollow Farm, despite all safety precautions.

Initials: _____

WARNING

UNDER FLORIDA EQUINE 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. Florida Statue 773.04

B. I, for myself and for my minor child or ward, have been fully warned by Fox Hollow Farm, that all horse and riders and handlers and volunteers should wear protective headgear while riding a horse on the property. I do understand that the wearing of such headgear at theses times may reduce serious injury to the wearer's head and possibly prevent death as the result of a fall and other occurrences. Initials: _____

C. I agree to assume the risks incidental to such participation, on my own behalf, on behalf of my child or ward, and on behalf of my child's or ward's heirs, successors, assigns, executors And administrators. I hereby RELEASE and forever discharge the released parties defined below, of all liabilities, any and all claims, demands, actions, causes of action, suits in equity of whatever kind or nature, damages, costs or expenses, including but not limited to attorney's fees, arising out of or in any way connected with my participation and/or my child or ward in such equine activity. Initials:

D. I further agree to INDEMNIFY and HOLD HARMLESS the released the parties against any and all liabilities, any and all claims, demands, actions, causes of action, suits in equity of whatever kind or nature, damages. costs or expenses, including but not limited to attorney's fees, and disbursement. I agree that each party shall cooperate, and cause its affiliates to cooperate, in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. Initials: _____

E. The released parties are Edward E. Hasteley and Nell R. Hasteley, Lea Duffy and Catherine Royal, Ann Leeper owners of Fox Hollow Farm, and any other family members, and any and all partners, employees, agents, representatives, directors, officers, volunteers, successors, heirs and assigns of each. I understand that this RELEASE AND INDEMNITY AGREEMENT includes any claims based on negligence, or otherwise, whether by actions or inaction, whether known or unknown, anticipated or unanticipated, of any of the above released parties and covers bodily injury and property damage, whether suffered by me, my child or ward, or my horse(s), before, during or after such participation. Initials: ^ _____

F. I have inspected the premises of Fox Hollow Farm, and I am satisfied that all conditions are reasonably safe for my intended purpose, usage and presence upon the premises.

Initials: . _____

G. This Equine Release and indemnity Agreement shall be governed by and in accordance with laws of the State of Florida. Any legal action must be brought in St. Johns County, Florida, if any clause, phrase or word is in conflict with Florida State Law then that single part is only null and void. Initials: _____

H. This Equine Activity Release and Indemnity Agreement is given freely and voluntarily by the participant and is meant to remain in existence throughout the duration of the equine activity and for subsequent participation of equine activity for a period of no longer than one year from the effective date of this Agreement. Initials: _____

I/WE, THE UNDERSIGNED, HAVE READ, AND DO UNDERSTAND THE TERMS OF THIS AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND KNOWINGLY RELEASE, WAIVE LIABILITY AND HOLD HARMLESS FOX HOLLOW FARM.

Date _____ Signature of Participant _____

Date _____ Signature of Legal Guardian If Participant Is a Minor Child

Name:(Print)Signature

Participant(s) Name. (Print)

Address & Home Telephone Number/Cellular Number

Fox Hollow Farm representative

Date _____ Catherine Royal / Lea Duffy/Other _____