

**LIABILITY RELEASE AGREEMENT
FOR
J&B TRAINING CENTER, LLC**

**RIDER/PARTICIPANT/SPECTATOR/GUEST/INDEPENDENT CONTRACTOR
EQUINE ACTIVITY LIABILITY RELEASE,
WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS**

**READ CAREFULLY BEFORE SIGNING - YOUR SIGNATURE INDICATES YOUR
COMPLETE UNDERSTANDING OF AND AGREEMENT TO ALL TERMS**

This Rider/Participant/Spectator/Guest/Independent Contractor Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Release (the "Release") is hereby given by _____ (the "Invitee") on their own behalf and as the parent or guardian of all minors and/or wards (list names and ages) _____ who for all purposes shall also be included within the term "Invitee," in favor of J&B TRAINING CENTER, LLC, a Florida limited liability company, and Jennifer Duvall Naylor (collectively, the "Sponsor" as the term "equine activity sponsor" is defined in the Florida Equine Activities statutes, i.e., Chapter 773, Florida Statutes), and to each principal, officer, director, agent, and employee of the Sponsor who for all purposes shall also be included within the term "Sponsor," for any and all activity in the equestrian facility, barn, riding arena, riding field, paddocks, parking areas, and common areas located at _____, FL _____ (the "Premises"). Wherever used herein the terms "Invitee" and "Sponsor" shall include singular and plural, and the respective personal representatives, heirs successors and/or assigns of Invitee and of Sponsor.

Invitee fully understands that Invitee's decision to conduct, view and/or partake in equine activities on the Premises and to allow minor children and/or other invitees to come on to the Premises as participants, guests or spectators, poses risks of personal injury, property damage, death and/or other loss that may arise while either riding, spectating, visiting or participating in any activity on the Premises (the "Activities"), and assumes all risks and hazards incidental to the conduct of the Activities.

In consideration of the Sponsor permitting Invitee to come on to the Premises for any purpose, Invitee hereby agrees as follows:

1. This Release is given in part under the Florida Equine Activities statutes, Chapter 773, Florida Statutes, as such statutes 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 Release by reference; provided, however that if Invitee is a spectator, Invitee hereby agrees to be subject to the provisions of the Act and will indemnify and hold Sponsor harmless as provided in this Release.

2. This Release is a voluntary agreement by Invitee and shall be so construed as to provide to the Sponsor the fullest protection of a release, waiver of claim and recovery, waiver of right to sue, and assumption of all risks that is afforded by the Act and by other applicable statutes and general law.

3. Invitee hereby acknowledges that Invitee has full and complete notice and understanding of the Act and of all the dangers and/or conditions which are an integral part of equine activities which may cause, contribute to or result in the death or personal injury of Invitee or damage to Invitee's personal property (the "Risks"), including, but not limited to:

- The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around the equine, such as, but not limited to, making unpredictable movements, bucking, stumbling, falling, rearing, biting, kicking, running, spooking, jumping obstacles, stepping on a person's feet, pushing or shoving a person, loosening

and/or breaking halters, bridles, saddles or girths.

- The unpredictability of an equine's reaction to sounds, sudden movement, persons, other animals, vehicles, wind and other weather conditions, or unfamiliar objects.
- Hazards, including, but not limited to, surface or subsurface conditions.
- A collision with another equine, another animal, a person, or an object.
- The potential of an equine activity participant or spectator to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or spectator or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant or placing oneself in an area or situation near or with an equine that could pose a danger.
- The inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sounds, movements, objects, vehicles, persons, dogs and other animals, reptiles, birds or insects, and the effects of such reactions.
- The dangers and risks of halters, bridles, saddles, stirrups, stirrup leathers, harnesses, lead ropes, lunge lines, and other equipment loosening, slipping or breaking for whatever reason.
- The dangers and risks of becoming entangled in halters, bridles, saddles, stirrups, stirrup leathers, harnesses, lead ropes, lunge lines, and other equipment.
- The risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity or otherwise on the Premises for any reason whatsoever or for no identifiable reason.
- The dangers and risks of not wearing a helmet that is ASTM/SEI certified.
- The dangers and risks of not wearing closed shoes or boots on the Premises.
- Any negligent act or omission by the Sponsor which causes or results in the death or personal injury of Invitee or damage to Invitee's personal property.

4. Invitee hereby expressly assumes all risks and dangers of injury, loss, damage or death which are in any way resulting from the inherent risks of equine activities and/or associated with the Risks enumerated in Paragraph 3 above. Invitee agrees that mounting, riding, dismounting, hand walking, grooming, training, handling, feeding, touching and otherwise being in the physical proximity of equines, even if as a spectator, is a dangerous activity which can produce a foreseeable risk of mortal or serious personal injury and/or property damage or loss to Invitee as well as to the person or property of others.

5. Invitee hereby releases and waives all rights which Invitee may have or hereafter have against the Sponsor for injury, loss, damage or death which in any way results from the inherent dangers of equine activities and/or associated with the Risks enumerated in Paragraph 3 above, and releases and waives the right to sue or to bring any action against the Sponsor in connection therewith. Invitee agrees to completely indemnify and hold the Sponsor harmless from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including medical costs and attorney's fees and costs, which are occasioned by, or otherwise attributable to, matters for which Invitee has hereby assumed the risk and is responsible in accordance with this Release.

6. Invitee agrees to comply with all rules and regulations that may be posted or otherwise communicated by the Sponsor. In the event Invitee has children, guests, employees, or other invitees on the Premises, and such persons participate in any equine activity, then Invitee agrees that Invitee has made reasonable and prudent efforts to determine such person's ability to engage in the activities and to act accordingly for the safety and welfare of such persons. Invitee agrees that such persons will execute liability releases in favor of Sponsor as may be required and provided by Sponsor. If this Release is executed by Invitee on behalf of a minor child named herein, then Invitee hereby warrants and represents that Invitee is in fact the legal parent or guardian of such minor child, with full rights of custody and control; and that this Release is given on behalf of and is

intended to be binding upon said minor child, and his or her personal representatives, heirs, successors and assigns.

7. HELMETS: Invitee agrees that Invitee shall, at all times while mounted on an equine on the Premises, wear protective head gear, i.e., a helmet that is ASTM/SEI certified, and shall insist that Invitee's children, guests, employees, or other invitees do so when mounted on an equine on the Premises. Should Invitee or Invitee's children, guests, employees, or other invitees fail to comply with this requirement, they do so at their sole risk and acknowledge that Sponsor is not responsible for enforcing this requirement. Invitee shall be solely responsible for any injury suffered by Invitee or Invitee's children, guests, employees, or other invitees as a result of their failure to comply with this requirement.

8. This Release shall remain valid and in full force and effect from and after the date Invitee signs it until expressly revoked by Invitee in a written notice personally delivered to Sponsor.

9. This Release shall be construed under Florida law in such manner as will render it, and each provision of it, fully enforceable; provided, however, that if any provision of this Release shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deemed deleted and the remainder of this Release shall continue in full force and effect. Venue for purposes of any litigation or arbitration concerning this Release shall be in Lake County, Florida.

10. This Release shall be binding upon the heirs, personal representatives, successors and assigns of the Invitee and shall inure to the benefit of Sponsor and Sponsor's successors and assigns.

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.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING RIDER/PARTICIPANT/SPECTATOR/GUEST/INDEPENDENT CONTRACTOR EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE NOT RELIED UPON THE SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

INVITEE:

Signature: _____

Print Name: _____

Date: _____, 20____

Address: _____

Telephone Numbers: Cell (____) _____ Home (____) _____ Work (____) _____