

## RELEASE AND WAIVER OF LIABILITY AGREEMENT

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Print Name of Parent or Legal Guardian: \_\_\_\_\_

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In consideration of the opportunity afforded to me by the Kenneth Kirchman Foundation, Inc., Lake X Holdings, LLC, Lake X Ranch, LLC, Lake X Merc Track, LLC, or any other entity owned or controlled directly or indirectly by the Kenneth Kirchman Foundation, Inc. (collectively these entities are referred to as, the "Foundation") to: (1) enter the Lake X Ranch, (2) participate in any program, event, happening, goings-on, or activity (including by way of example but not limitation, field trips, camps, educational opportunities and programs, visitor programs, workshops, recreational activities, swimming, hiking, bicycling, boating, sailing, picnicking, camping, archery, exploring, walking, jogging, hiking, equine activities, bird and butterfly watching, use of firearms, governmental programs and activities, or ride or drive or otherwise operate a vehicle or all-terrain or off-road vehicle) or (3) otherwise be present for any reason or purpose (all of the above, whether one or multiple, shall herein be collectively referred to as, "Activities") on or by the property of the Foundation, I voluntarily acknowledge and agree to the following:

I, \_\_\_\_\_, being over the age of 18, hereby agree that from the date this Release and Waiver of Liability Agreement (Agreement) is signed, and for each and every subsequent time, whether continuous or not, that I enter the property of the Foundation, I participate in any Activities, or that I am otherwise present on or around the Foundation's property, I am bound by the terms of this Agreement;

I knowingly, freely, and voluntarily, for myself, my heirs, next of kin, guardians, personal representatives, trustees, administrators, assigns, and anyone else claiming by or through me, waive and release any and all claims, demands, causes of action, and suits in equity of whatever kind, including but not limited to, for injuries, death, lost wages, loss of future earning capacity, medical expenses, emotional harm, and/or for any losses or damages of any kind as a result of the negligence, gross negligence, carelessness, strict liability, premises liability, breach of warranty, or any other kind of tort or other manner of recovery against the Foundation and the below-defined Released Parties, arising as a direct or indirect result of, or during the course of, any Activities from which any liability may or could accrue to the Foundation or any employee, contractor, sub-contractor, vendor, volunteer, representative, agent, sponsor, officer, director, trustee, assign, or other person or entity acting for or on behalf of the Foundation (hereafter, "Released Parties");

I assume any and all risks of injury, death, lost wages, loss of future earning capacity, medical expenses, emotional harm, and any other kind of losses or damages, whether or not such risks are inherent to the Activities, including by way of example but not limitation, any risks that may arise from: (1) negligence, gross negligence, carelessness, strict liability, premises liability, breach of warranty, or any other kind of tort or other manner of recovery; (2) dangerous or defective buildings, equipment, roadways, tables and chairs, vehicles, off-road vehicles, apparatus or other property owned, used, maintained, or controlled by the Released Parties; (3) inherent dangers or hidden risks associated with any Activities; or (4) because of the Released Parties possible liability, with or without fault;

For myself, my heirs, next of kin, guardians, personal representatives, trustees, administrators, assigns, and anyone else claiming by or through me, from the date of this Agreement and forever hereafter, to hold the Released Parties harmless and blameless for any property damage, injury, or death, including injury or death occasioned by my participation in any Activities or my presence on or around the Foundation or the Foundation's property, whether or not such injury or death is caused, partially or wholly, by or through the negligence, gross negligence, carelessness, strict liability, premises liability, breach of warranty, or otherwise of any of the Released Parties;

Should I, my heirs, next of kin, guardians, personal representatives, trustees, administrators, assigns, and anyone else claiming by or through me, institute any action against any of the Released Parties arising out of any injury or death to me or my property, as a result of my participation in the Activities on or around the Foundation's property, or as a result of

my presence on or around the Foundation's property, then and in that event, I for myself, my heirs, next of kin, guardians, personal representatives, trustees, administrators, assigns, and anyone else claiming by or through me, hereby agree to pay all costs of such action, including attorney's fees incurred by the Released Parties;

For my heirs, next of kin, guardians, personal representatives, trustees, administrators, assigns, and anyone else claiming by or through me, I hereby agree not to sue or bring any claim, demand, causes of action (judicial or quasi judicial), suits in equity of whatever kind, directly or indirectly, against any of the Released Parties relating to, or arising out of, in any manner whatsoever, any Activities;

I acknowledge and understand that this Agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Florida. I agree that if any clause or provision is found to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions;

I acknowledge and understand that this Agreement shall be in full force and effect as of the date indicated below, and shall remain in full force and effect for each and every time, whether continuous or not, that I participate in any Activities or that I am otherwise present on or around the Foundation's property;

I acknowledge and understand that but for this Agreement, the Released Parties would not permit my participation in any Activities or my presence on the Foundation's property;

I do hereby authorize the Foundation to take photographs or record video or audio of me and my participation, appearance, likeness, and voice, and I hereby give my consent to the Foundation to use such photographs and recordings for any purpose, such as publishing, printing, displaying, exhibiting, distributing, or otherwise publicly displaying the photographs or recordings, including for any promotional, commercial or advertising purpose. I waive any rights, claims, or interests I may have to control the use of my identity or likeness in the photographs, video or audio and agree that any uses described herein may be made without compensation or additional consideration; and

Pursuant to Fla. Stat. §773.01-773.06, a parent or guardian of a child under 16 years of age may not authorize or knowingly permit a child to ride an equine on public property without a helmet. **EVEN THOUGH FOUNDATION TRAIL RIDES ARE CONDUCTED ON PRIVATE PROPERTY, THE EQUINE ACTIVITIES SPONSOR(S) RECOMMEND THAT CHILDREN UNDER THE AGE OF 16 YEARS CONSIDER WEARING CERTIFIED HELMETS DURING RIDES FOR SAFETY.**

**BEFORE SIGNING THIS AGREEMENT, I VERIFY THAT I HAVE READ EVERY WORD OF THIS AGREEMENT, I UNDERSTAND ALL OF THE TERMS AND CONDITIONS, AND I CONFIRM THAT IT IS MY INTENTION TO BE BOUND BY THE AGREEMENT'S TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, THE RELEASE AND WAIVER OF ALL LIABILITY.**

Acknowledged and agreed to by me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name of participant

\_\_\_\_\_  
Signature of participant/Responsible Party

The undersigned parent, next of kin, guardian, or other responsible party (hereafter "Responsible Party") represents that he/she is in fact acting in such capacity, has the authority to consent, and has consented, to the minor child or ward's participating in the Activities, and has agreed individually and on behalf of the minor child or ward, to the terms of this Agreement. The undersigned Responsible Party further agrees to save and hold harmless and indemnify the Released Parties from all liability, loss, claim, or damages whatsoever which may be imposed upon the Released Parties because of any defect in or lack of such capacity to so act and release the Released Parties on behalf of child or ward and the parent or legal guardian.

\_\_\_\_\_  
Print Name of Responsible Party  
(if participant is under age 18)

\_\_\_\_\_  
Signature of Responsible Party