

Free Spirit Friesians Farm, Inc. & I

Paradigm Dressage, LLC

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RELEASE AND HOLD HARMLESS AGREEMENT FOR BOARDERS, VISITORS, AND GUESTS OF FREE SPIRIT FRIESIANS FARM, INC.

This RELEASE of LIABILITY is made and entered into on this _____ day of _____, 20 ____, by and between Leif A. Aho, Marissa J. Aho, Sheldon A. Mickelson and Annette C. Mickelson, Free Spirit Friesians Farm, Inc. & Paradigm Dressage, LLC, hereinafter referred to as MANAGER and _____, hereinafter referred to as GUEST, and if Guest is a minor, Guest's parent or guardian, _____.

In return for the use, today and on all future dates of the services of Manager, the Guest, Guest's heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Guest to carry full and complete insurances coverage on his horse, property and himself.

2. Guest hereby expressly agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE GUEST'S USE OF MANAGER'S SERVICES AND/OR PROPERTY AND FACILITIES including, but not limited to the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, the negligence or deliberate act of another person, or the potential of the to act in a negligent manner that may contribute to injury to the guest, or others, such as failing to maintain control over the animal or not acting within such participant's ability.

3. Guest expressly releases Manager and all of it's successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any and all claims, causes of action, injuries, damages, cost or expenses arising out of Guest's use of Manager's services and/or property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.

4. Guest agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

5. Guest agrees to hold them harmless from and indemnify and defend Manager against any and all claims, causes of action, damages, judgments, costs or expenses. These expenses include attorney's fees, which in any way arise from the Guest's use of the Manager's services and/or property and facilities.

6. Guest agrees to abide by all of Manager's rules and regulations.

7. This contract is non-assignable and non-transferable and is made and entered into in the State of Florida, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with the State Law's, then that clause will be interpreted as closely as possible without conflicting with the statute. When the Manager, Guest and Guest's parent or guardian, if Guest is a minor, sign this contract, it will then be binding on all listed parties, subject to the above terms and conditions.

Guest hereby acknowledges that under Florida law, an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm than an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity. Further, an equine activity participant or the personal representative of an equine activity participant does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in a tort or other civil action against, an equine activity sponsor, another equine activity participant, an equine professional, or another person for harm that the equine activity participant allegedly sustained during an equine activity and that resulted from an inherent risk of an equine activity.

Guest further acknowledges that the following are inherent risks of an equine activity and that the following are some of the subject of this waiver or tort or other civil liability

1. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
2. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, person, or other animals;
3. Hazards, including, but not limited to, surface or subsurface conditions;
4. A collision with another equine, a person, another animal or other object.
5. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant 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.

Guest further represents to Manager that this agreement is being made voluntarily and further that if this agreement is on behalf of a Guest who is a minor that the undersigned is the Guest's legal guardian. Guest agrees to conduct himself lawfully and with caution prudence while working with the Manager's staff and/or while on Manager's property. Guest further acknowledges and understands that this agreement shall remain valid until it is

revoked in writing by the Guest.

Guest acknowledges and understands Manager may provide a horse and equipment for Guest's use. If so, Guest hereby accepts any such horse and/or equipment "as is", with any and all faults. In addition, Guest acknowledges and understands that Guest may be riding horses off of Manager's property and that Manager shall not be responsible for conditions off of Manager's property.

Please be advised that photography/videography may take place on the premises without notice at any time. By entering the premises, you hereby expressly consent and grant approval for the use of you likeness and voice to be used in connection with Free Spirit Friesians Farm, Inc. advertising and other promotional purposes without the expectation of any addition permissions or compensations whatsoever.

Finally, in consideration hereof, the Guest hereby releases, holds harmless and will indemnify Free Spirit Friesians Farm, Inc, and those persons with an interest in Free Spirit Friesians Farm, Inc; and Paradigm Dressage, LLC, specifically, Sheldon A. Mickelson, Annette C. Mickelson, Leif A. Aho and Marissa J. Aho from any and all liability or responsibility for any accidents, damages, injuries, illnesses, lawsuits or causes of actions incurred by Guest or any horses owned by Guest, and that the benefits of the releases and agreements set forth above in favor of Free Spirit Friesians Farm, Inc. and Paradigm Dressage, LLC, shall also run to the benefit of and shall apply to Leif A. Aho, Marissa J. Aho, Sheldon A. Mickelson and Annette C. Mickelson.

Guest's Signature

Guest's Printed Name

Guest's Phone Number

Guest's Address

If signature is of parent or legal guardian of a minor Guest, name of Guest: _____

By: _____
Manager, Free Spirit Friesians Farm, Inc. & Paradigm Dressage, LLC