

Jay Holmes Performance Horse LLC.

861 Sinclair Drive Sarasota, Florida 34240
941-378-0388 Ranch 941-378-8455 Fax

WAIVERRELEASE AND OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

By signing this agreement, you are giving up certain rights, including the right to recover damages in the case of injury, death, or property damage

*READ this agreement carefully before signing it

*Your signature indicates your complete understanding of and full agreement to all the terms.

I, _____ hereinafter the "undersigned"

Reside at _____

(If my child is a minor, I hereby execute this agreement as my minor child's responsible party and execute the last portion of this agreement.)

Desire to engage in ANY and ALL equine related activity as described by Florida Statutes, Chapter 773, at Jay Holmes Performance Horses LLC. Located at 861 Sinclair Drive Sarasota, Florida 34240.

FOR AND IN CONSIDERATION OF ANY FEES PAID, or in the event of no fees being due, participant and his/her guests and/or family hereby remise, release, acquit, satisfy, and forever discharge the said second party, Jay Holmes Performance Horses LLC, Jay Holmes, Rhonda Holmes, Jay and Rhonda Holmes LLC, Morgan Holmes and its affiliates, or employees, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in the law or in equity, which said first party ever had, no has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any mater, cause or thing whatsoever, from the beginning of the world to the day of these presents, which may arise from any equine activity pursuant to FL. STAT. 773, or other activities related to showing, training, riding, driving, boarding, owning, seeking to purchase, or simply enjoying the sight of the equine.

This waiver is meant to be a full and complete release from any and all liability that may arise from any Equine activity on or involving the above premises.

WARNING

UNDER FLORIDA LAW, AN EQUINE SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INGERENT RISH OF EQUINE ACTIVITIES.(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Signature of participant: _____

Signature of witness: _____