



31625 CLAY GULLY RD. MYAKKA CITY, FL 34251

TERRANOVA EQUESTRIAN CENTER
Release and Waiver of Liability,
Assumption of Risk and Indemnity

WARNING:

Under Florida law, an equine activity sponsor or equine professional is not liable for any injury or the death of a participant in equine activities resulting from the inherent risks of equine activities.

Under Florida law, an agritourism operator is not liable for injury or death of, or damage or loss to, a participant in an agritourism activity conducted at this agritourism location if such injury, death, damage, or loss results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury, death, damage, or loss. You are assuming the risk of participating in this agritourism activity.

Name: _____ Telephone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

I hereby enter into this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (the “Release”) in consideration of my and/or my child’s¹ ability and permission to entering the premises of **Terranova Equestrian Center**² in any capacity.

IMPORTANT NOTICE:

BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE, ARISING OUT OF ENTERING THE PREMISES OF TERRANOVA EQUESTRIAN CENTER AND/OR THE PARTICIPATION IN EQUINE ACTIVITIES AT TERRANOVA EQUESTRIAN CENTER INCLUDING INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR TERRANOVA EQUESTRIAN CENTER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

¹ For purposes of this Release, if my minor child and/or a minor child for whom I am the legal guardian (“my minor child”) participates in this activity or activities at the Terranova Equestrian Center, and where appropriate, each reference to “I,” “me,” “my” or similar pronoun will also refer to my minor child.

² For purposes of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement: (A) “Terranova Equestrian Center” shall mean each of the following entities: (i) Terra 31419, LLC, a Florida limited liability company; (ii) Nova 31625, LLC, a Florida limited liability company; (iii) Nova 31625 II, LLC, a Florida limited liability company; (iv) The Estates at Terranova, LLC f/k/a Terranova Estates, LLC, a Florida limited liability company; (v) The Stables at Terranova, LLC f/k/a Terranova Equestrian Center, LLC, a Florida limited liability company; (vi) Terranova Enterprises, LLC f/k/a Events at Terranova, LLC, a Florida limited liability company, and d/b/a Terranova Equestrian Center; (vii) and TN Woods, LLC, a Florida limited liability company; and (B) the “premises of Terranova Equestrian Center” shall mean any and all real property owned by each of the entities comprising Terranova Equestrian Center.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

In consideration, for the privilege of entering the premises of Terranova Equestrian Center and observing and/or participating in activities on the premises of Terranova Equestrian Center, and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, intending to be legally bound, I hereby, and on behalf of my past, present and future agents, representatives, shareholders, principals, attorneys, officers, directors, employees, heirs, executors, assigns and successors, and all other persons connected therewith, and on behalf of all successors and assigns, release and covenant not to sue Terra 31419, LLC, a Florida limited liability company; Nova 31625, LLC d/b/a Terranova Equestrian Center, a Florida limited liability company; Nova 31625 II, LLC, a Florida limited liability company; The Estates at Terranova, LLC f/k/a Terranova Estates, LLC, a Florida limited liability company; The Stables at Terranova, LLC f/k/a Terranova Equestrian Center, LLC, a Florida limited liability company; Terranova Enterprises, LLC f/k/a Events at Terranova, LLC, a Florida limited liability company, and d/b/a Terranova Equestrian Center; and TN Woods, LLC, a Florida limited liability company, together with their past, present and future agents, representatives, principals, attorneys, officers, members, managers, employees, independent contractors, assigns and successors, and all other persons connected therewith (collectively, the "Stable"), and forever discharge of and from any and all legal, equitable or other claims, actions, causes of action, damages, costs, attorney fees, controversies, disputes, or past, present and future duties, responsibilities, obligations, or suits at law and equity of whatsoever kind, from the beginning the world to the date hereof, resulting from any personal or property damage, injury to my horse, or injury and/or loss of life that occur on the premises of Terranova Equestrian Center.

By signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I further authorize the summoning of professional emergency medical transportation for the purpose of transporting me to a medical facility in the event of an injury or accident and agree that I shall be solely and exclusively financial responsible for any costs related to the medical transportation. By signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I hereby acknowledge that although there may be supervision during my time spent at Terranova Equestrian Center there may or may not be a nurse or EMT on the premises of Terranova Equestrian Center and Terranova Equestrian Center shall bear no responsibility for my health or medical care. I agree to indemnify, save and hold harmless Terranova Equestrian Center from and against any loss, liability, damage (including injury to any third party and/or their property), attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at Terranova Equestrian Center or any acts or omissions of Terranova Equestrian Center.

I further acknowledge and agree that if a third party initiates a claim, demand, dispute, lawsuit, or arbitration (a "Third-Party Claim") against any person or entity (the "Indemnified Party") with respect to any matter that the Indemnified Party might make a claim for indemnification against any you (the "Indemnifying Party") under this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, then the Indemnified Party must promptly notify the Indemnifying Party in writing of the existence of such Third-Party Claim and must deliver copies of any documents served on the Indemnified Party with respect to the Third-Party Claim; provided, however, that any failure on the part of an Indemnified Party to so notify an Indemnifying Party will not limit any of the obligations of the Indemnifying Party under this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (except to the extent such failure materially prejudices the defense of such proceeding). Upon receipt of the notice described in this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, the Indemnified Party will have the right to defend itself against the Third-Party Claim. The Indemnified Party will keep the Indemnifying Party apprised of all material developments, including settlement offers, with respect to the Third-Party Claim and permit the Indemnifying Party to participate in the defense of the Third-Party Claim. The Indemnifying Party will be responsible for any attorneys' fees or other expenses incurred by the Indemnified Party's defense of itself regarding the Third-Party Claim. Neither the Indemnified Party nor the Indemnifying Party will consent to the entry of any judgment or enter into any settlement with

respect to the Third-Party Claim without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed.

By signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement I hereby acknowledge and agree that by entering an event or program on the premises of Terranova Equestrian Center, I am entering an area where photography, audio and video recording may occur. My entry and presence on the event premises of Terranova Equestrian Center constitutes my consent to be photographed, filmed and/or otherwise recorded and to the release, publication, exhibition or reproduction of any and all recorded media of my appearance, voice and name for any purpose whatsoever in perpetuity in connection with Terranova Equestrian Center and its initiatives, including, by way of example only, use on websites, in social media, news and advertising. By entering the event premises of Terranova Equestrian Center, I waive and release any claims I may have related to the use of recorded media of me at the event, including, without limitation, any right to inspect or approve the photo, video or audio recording of me, any claims for invasion of privacy, violation of the right of publicity, defamation and copyright infringement or for any fees for use of such record media. I understand that all photography, filming and/or recording will be done in reliance on this consent. If I do not agree to the foregoing, I agree to inform the Terranova Equestrian Center management office by signing a form prepared by the management office detailing my lack of consent.

By signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at Terranova Equestrian Center without restriction, without liability to Terranova Equestrian Center, and with full knowledge and understanding of the disclosures, waivers, and releases herein. Furthermore, by signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement I hereby acknowledge this agreement represents the complete understanding and no oral representations, statements or inducements have been made a part of this agreement and shall not effect the validity or enforceability of any remaining provisions.

By signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement I hereby acknowledge the risk of myself or my horse being exposed to and/or contracting a communicable disease and acknowledge and agree that Terranova Equestrian Center shall bear no responsibility or risk associated with the contraction, treatment, or outcome of such communicable disease.

If I am present at and/or participate in any activities at Terranova Equestrian Center, I acknowledge that I do so at my own risk, and I hereby acknowledge and agree that Terranova Equestrian Center shall bear no responsibility or risk associated with personal injuries, including death that could arise to myself or my horse from my presence or participation at Terranova Equestrian Center.

I further acknowledge that Terranova Equestrian Center cannot prevent anyone entering the premises of Terranova Equestrian Center from becoming exposed to, contracting, or spreading COVID-19 while on premises of Terranova Equestrian Center. It is not possible to prevent against the presence of the disease. Therefore, if I choose to enter onto the premises of Terranova Equestrian Center I may be exposing myself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to enter the premises of Terranova Equestrian Center. My participation at Terranova Equestrian Center is of such value to me and/or to my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to enter the premises of Terranova Equestrian Center.

This Agreement may be executed by electronic signature in accordance with Florida law, and electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

_____ Rider/ Handler/ Longeur
_____ Trainer
_____ Staff
_____ Coach

_____ Owner
_____ Official
_____ Volunteer
_____ Spectator

Participant Signature: _____

Today's Date: _____

NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF TERRANOVA EQUESTRIAN CENTER³ USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM TERRANOVA EQUESTRIAN CENTER IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND TERRANOVA EQUESTRIAN CENTER HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Parent's Signature: _____
Today's Date: _____
(If participant is under 18)

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