

CALOOSA PROPERTY OWNERS ASSOCIATION, INC.
GENERAL RELEASE, HOLD HARMLESS AGREEMENT AND WAIVER OF LIABILITY (“Release”)
FOR ADULT PARTICIPANT IN EQUESTRIAN ACTIVITY

I, _____, on behalf of myself, my personal representatives and my heirs, in consideration of being permitted to enter Caloosa, a subdivision in western Palm Beach County, Florida to participate in a non-commercial, inherently dangerous equestrian activity, which activity will occur on or within the partially natural and native setting of Caloosa’s roads, easements, and common areas (collectively hereinafter the “Caloosa common elements”), all of which are subject by easement, covenant, or ownership to the Caloosa Property Owners Association, Inc., a Florida not for profit corporation (the “Association”), do hereby voluntarily agree to **RELEASE, WAIVE, and DISCHARGE**, the Association, its members, directors, officers, agents, and employees from all claims, suits, or causes of action including but not limited to claims for **DEATH, BODILY INJURY, DISEASE, LOSS OF SERVICES AND PROPERTY DAMAGE**, which may arise out of my participation in the equestrian activity or presence on the Caloosa common elements. Property damage shall include damage without limitation as to the nature or cause of the damage.

I acknowledge and agree that my participation in equestrian activities in the partially natural and native setting of the Caloosa common elements has attendant perils. I voluntarily waive and forever release and discharge the Association, its members, officers, agents, volunteers, and employees from any and all claims or causes of action that I may have or which may arise in the future, from my participation in an equestrian activity on the Caloosa common elements, **including but not limited to liability arising from the negligence of the Association, its members, directors, officers, agents, volunteers, or employees, my own negligence, the negligence of other equestrian participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes.**

I further acknowledge and agree that: (a) risks and dangers exist in the equestrian activities in which I participate; (b) my participation in such activities may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments which could cause serious disability; (c) my participation in an equestrian activity in the partially natural and native setting of the Caloosa common elements has attendant risks and perils; (d) the attendant risks and perils may be caused by the **negligence** of the Association, its members, directors, officers, employees or agents, my own **negligence**, the **negligence** of other equestrian participants, the **negligence** of others, accidents, breaches of contract, the forces of nature, or other causes; (e) the attendant risks, perils and dangers may arise from foreseeable or unforeseeable causes; and (f) by my participation in these equestrian activities on the Caloosa common elements, and my voluntary agreement to this Release, I acknowledge that I am voluntarily assuming all such risk and dangers. This

Release shall remain in force for the duration of my presence in any capacity at an equestrian activity on the Caloosa common elements.

I agree that this Release and any litigation concerning this release shall be governed by the laws of the State of Florida. I consent to Palm Beach County, Florida as the proper venue for all actions that may be brought pursuant to or in connection with this Release and the matters to which it relates.

I shall be liable for the Association's reasonable legal fees and costs to enforce, construe or defend this Release, either with or without suit.

WARNING

UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES

Fla. Sta. 773.04.

I acknowledge that I have read this Release and understand the risks inherent in participating in equestrian activities. I voluntarily assume the risks, dangers and hazards inherent in the equestrian activity in which I participate on the Caloosa common elements. I understand that by signing this Release I am waiving certain rights and knowingly consent to waive those rights.

I am eighteen (18) years or more of age.

Signed this _____ day of _____, 20__, in Palm Beach County, Florida.

By: Participant Name (PRINT)

Participant Signature

CALOOSA PROPERTY OWNERS ASSOCIATION, INC.
GENERAL RELEASE, HOLD HARMLESS AGREEMENT AND WAIVER OF LIABILITY FOR
CHILD PARTICIPANT IN EQUESTRIAN ACTIVITY

This child participant release, hold harmless agreement and waiver of liability (this "Release") is being entered into this ___ day of _____, 20___ by the parents or guardians of the child (hereinafter "we"), _____(parent/guardian), and _____ (parent/guardian) on behalf of the child, or the ward of whom we are legal guardians, and whose name is _____ ("the child"). We hereby grant permission and authority for the child to participate in non-commercial, inherently dangerous equestrian activities at the Caloosa subdivision, located in western Palm Beach County, Florida, which equestrian activities will occur on or within the partially natural and native setting of Caloosa's roads, easements, and common areas (collectively hereinafter the "Caloosa common elements"), all of which are subject by easement, covenant, or ownership to the Caloosa Property Owners Association, Inc., a Florida not for profit corporation ("the Association"). **BY SIGNING THIS RELEASE** on behalf of the child and in consideration of the child being permitted to enter Caloosa and use the Caloosa common elements, we, his or her parents or guardians, hereby voluntarily agree to **RELEASE, WAIVE, and DISCHARGE** the Association, its members, directors, officers, agents, volunteers, and employees from all claims, suits, or causes of action including but not limited to claims for **DEATH, BODILY INJURY, DISEASE, or PROPERTY DAMAGE**, which may arise out of the child's participation in the equestrian activity or arise out of the child's presence on the Caloosa common elements. Property damage shall include damage without limitation as to the nature or cause of the damage.

We understand that participation in any equestrian activity is inherently **DANGEROUS**. **We acknowledge and agree that participating in equestrian activities in the partially natural and native setting of the Caloosa common elements has attendant perils.** We voluntarily waive and forever release and discharge the Association, its members, directors, officers, agents, volunteers, and employees from any and all claims or causes of action that the child may presently have or which may arise in the future, from the child's participation in an equestrian activity on the Caloosa common elements, **said release including but not limited to, liability arising from the negligence of the Association, its members, directors, officers, employees or agents, the negligence of the child, the negligence of the child's parents or guardians, the negligence of other equestrian participants, the negligence of any others; accidents, breaches of contract, forces of nature, or other causes.**

We make the following representations and warranties:

- we have the requisite authority to enter into this agreement on behalf of the child;
- we will be present during the child's equestrian activities on Association property or easements; and
- the child does not have any physical or mental condition that may prevent the child from safely participating in horse-related activities.

We further acknowledge and agree that: (a) risks and dangers exist in the child's participation in the equestrian activity, (b) the child's participation in such activities may result in, but not be limited to, **DEATH, SERIOUS BODILY INJURY, DISEASE, or PROPERTY DAMAGE**, (c) the child's participation in an equestrian activity in the partially natural and native setting of the Caloosa common elements has attendant risks and perils, (d) **the attendant risks and perils may be caused by the negligence of the Association, its members, directors, officers, employees or agents, the negligence of the child, the negligence of the child's parents or**

guardians, the negligence of others; and e) these risks, perils, and dangers may arise from foreseeable or unforeseeable causes.

By our consent to have the child participate in these equestrian activities on the Caloosa common elements, and our voluntary agreement to this Release, we acknowledge that we are voluntarily assuming all such risks, dangers and hazards on behalf of the child.

This Release shall remain in force for the duration of the child's presence in any capacity at an equestrian activity on the Caloosa common elements. We agree to ensure that the child follows all rules attendant to the equestrian activity, and to safe horsemanship. We agree to ensure that the child will be outfitted with the appropriate safety gear. We acknowledge and agree that the Association has no duty to provide the child with safety attire, or to check the child's horse or tack for safety.

We agree that this Release and any litigation concerning this Release shall be governed by the laws of the State of Florida. We consent to Palm Beach County, Florida as the proper venue for all actions that may be brought pursuant to or in connection with this Release and the matters to which it relates.

We shall be liable for the Association's reasonable legal fees and costs to enforce, construe or defend this Release, either with or without suit.

WARNING

UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

Fla. Sta. 773.04.

We have read this Release and understand the risks inherent in the child's participation in equestrian activities. On behalf of the child, we voluntarily agree to waive and forever release and discharge the Association, its members, directors, officers, agents, and employees from any and all claims or causes of action that the child may presently have or which may arise in the future, from the child's participation in any equestrian activity on the Caloosa common elements, including but not limited to, **DEATH, BODILY INJURY, DISEASE, or PROPERTY DAMAGE**, and any **liability arising from the NEGLIGENCE of the Association, its members, officers, employees, agents, and volunteers, the NEGLIGENCE of the child, the NEGLIGENCE of the child's parents or guardians, the NEGLIGENCE of other equestrian participants, the NEGLIGENCE of any others, accidents, breaches of contract, the forces of nature, or other causes.** We understand that by signing this Release on behalf of the child we are waiving certain rights the child may have and knowingly consent to waive those rights.

Signed this _____ day of _____, 20__, in Palm Beach County, Florida.

By: Parent or Guardian (PRINT)

Parent or Guardian Signature

By: Parent or Guardian (PRINT)

Parent or Guardian Signature