

**Your Signature Acknowledges That You Have Read And Understand This Release And That You Agree To Its Terms And Conditions**

This Rider/Spectator Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Release (the "Release") is hereby given by \_\_\_\_\_ ("Invitee") on Invitee's own behalf and as the parent or guardian of all minors and/or wards shown herein (list names and ages)

\_\_\_\_\_ who for all purposes shall also be included within the term "Invitee," in favor of CALOOSA PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, and each director, officer, member, agent, employee, independent contractor, volunteer, and equine professional (as defined in the Act referenced herein) (collectively, "Sponsor"), for any and all Activities (as defined herein) in the 32.56+/- acre CALOOSA horse park located at 14000 Caloosa Boulevard, West Palm Beach, FL which is owned by Sponsor, and on road and utility easements, and common areas (collectively, the "Caloosa Common Elements"), all of which are subject to the rules and regulations from time-to-time adopted by the Caloosa Property Owners Association Inc. If this Release is executed by Invitee on behalf of a minor child, Invitee hereby warrants and represents that Invitee is in fact the legal parent or guardian of such minor child, with full rights of custody and control, and that this Release is given on behalf of and is intended to be binding upon said minor child, his/her heirs, personal representatives, successors and assigns. Invitee agrees that Invitee's children under 16 years old must wear a well-fitted ATSM/SEI approved equestrian helmet fastened securely by a strap at all times while mounted upon, driving, or riding in an animal powered vehicle or device. Invitee is aware that an approved helmet may prevent head injuries and/or traumatic brain injuries in an accident.

The terms "Invitee" and "Sponsor" shall include singular and plural, the respective heirs, personal representatives, successors and/or assigns of Invitee and of Sponsor.

Invitee acknowledges and agrees that Invitee is familiar with the equine activities in which Invitee will participate, and Invitee fully understands that Invitee's decision to conduct, partake in, or view equine activities on the Caloosa Common Elements and to allow minor children and/or other invitees to come onto the Caloosa Common Elements as participants, guests or spectators, poses risks of personal injury, property damage, death and/or other loss that may arise while mounting, riding, driving, walking, dismounting, grooming, training, handling, feeding, spectating, viewing, assisting or participating in any activity on the Caloosa Common Elements, or otherwise being in the physical proximity of horses and other large animals (in the singular, an "Activity" and collectively, "Activities"), and assumes all risks and hazards incidental to the conduct of or participation in the Activities. In consideration of Sponsor permitting Invitee to come onto the Caloosa Common Elements for any purpose, Invitee hereby agrees as follows:

1. This Release is given in part under the Florida Equine Activities statutes (Chapter 773) as from time to time amended (the "Act") and all terms defined by the Act shall have the same meaning herein. This Release shall be construed as to provide to Sponsor the fullest protection of a release, waiver of claim and recovery, waiver of right to sue and assumption of all risks that is afforded by the Act, and by other applicable statutes and general law.

2. Invitee agrees that the Activities are dangerous and there is a foreseeable risk of mortal or serious personal 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 and/or property loss to Invitee as well as to the person or property of others. Invitee hereby acknowledges that all the dangers and/or conditions which are an integral part of equine activities and the Activities which may cause, contribute to or result in the death or personal injury of Invitee or damage to Invitee's personal property (the "Risks"), include, but are not limited to: (i) the propensity of equines to behave in ways (such as, but not limited to, bucking, stumbling, falling, rearing, biting, kicking, running, and making unpredictable movements, spooking, jumping obstacles, stepping on a person's feet, pushing or shoving a person, additionally, saddles, bridles and other tack or ties may loosen or break) that may result in injury, harm, or death to persons on or around the equine (ii) the unpredictability of an equine's reaction to persons, vehicles, sounds, sudden movement, other animals, or unfamiliar objects, (iii) hazards, including, but not limited to, surface or subsurface conditions, (iv) tripping in holes or on materials or equipment, (v) a collision with another equine, another animal, a person, or an object (vi) 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, (vi i) the dangers and risks of becoming entangled in equine equipment, tack, harness or vehicles used in an equine activity, (viii) the risks of falling from or otherwise becoming unstable on an equine, horse-drawn vehicle or other vehicle used in an equine activity for any reason whatsoever or for no identifiable reason, (ix) the dangers and risks of not wearing an ASTM/SEI certified equestrian helmet, (x) any negligent act or omission by Sponsor which causes or results in the death, bodily injury or personal injury of Invitee or damage to or loss of Invitee's personal property (xi), injury from gates, fences, utility poles and supporting cables fences or enclosures, (xii) injury from grooming tools and other equine equipment and tack, (xiii) slipping, falling, or otherwise being injured in or on the Common Elements which can be slippery, muddy, wet, or contain or present other hazards, or (xiv) allergic reactions to animals, hay, grass, other allergens or insect or snake bites.

3. Invitee hereby releases and waives all rights which Invitee may have or may hereafter have against Sponsor for injury, loss, damage or death which in any way result from the inherent dangers of the Activities and/or associated with the Risks enumerated above, and the right to sue or to bring any action against Sponsor for trial by jury or otherwise in connection therewith. Invitee agrees to completely indemnify and hold Sponsor harmless from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses,

\_\_\_\_\_: Initial

including medical costs and attorney's fees and costs, which are occasioned by, or otherwise attributable to, matters for which Invitee has hereby assumed the risk and is responsible in accordance with this Release. Invitee further voluntarily agrees that Invitee shall be liable for Sponsor's legal fees and costs to enforce, construe or defend this Release, either with or without suit.

4. Invitee agrees to comply with all rules and regulations that may be posted or otherwise communicated by Sponsor. In the event Invitee has children, guests, employees, or other invitees on the Caloosa Common Elements, and such persons participate in any Activities, then Invitee agrees that Invitee has made reasonable and prudent efforts to determine such person's ability to engage in the Activities and to act accordingly for the safety and welfare of such persons. Invitee agrees that such persons will execute liability releases in favor of Sponsor as may be provided by Sponsor.

5. **CHILDREN UNDER 16 ARE REQUIRED TO WEAR AN ATSM/SEI APPROVED HELMET** - SPONSOR STRONGLY RECOMMENDS THAT, AT ALL TIMES WHILE INVITEE AND/OR INVITEE'S CHILDREN OVER 16 YEARS OF AGE, AND GUESTS, ARE MOUNTED ON A HORSE OR AS A DRIVER OR PASSENGER IN A HORSE-DRAWN VEHICLE, ON THE CALOOSA COMMON ELEMENTS, INVITEE AND SUCH OTHER PERSONS WEAR A PROPERLY FITTED AND FASTENED HELMET THAT MEETS ATSM/SEI STANDARDS FOR PROTECTIVE HEADGEAR USED IN HORSEBACK RIDING . AN ATSM/SEI APPROVED EQUESTRIAN HELMET MAY PREVENT HEAD INJURIES AND/OR TRAUMATIC BRAIN INJURIES IN THE EVENT OF AN ACCIDENT. INJURIES AND/OR TRAUMATIC BRAIN INJURIES IN THE EVENT OF AN ACCIDENT.

I \_\_\_\_\_ am over the age of 16 and have read and fully understand the risk associated with riding WITHOUT a helmet and take full and absolute responsibility for my own actions if I choose Not to comply with the helmet recommendation directed by the Sponsor.  
Signature \_\_\_\_\_ date \_\_\_\_\_ Parent/Legal Guardian \_\_\_\_\_

6. This Release shall remain valid and in full force and effect from and after the date opposite Invitee's signature until expressly revoked by Invitee in a written notice to Sponsor, delivered via United States Postal Service, certified letter, or by a nationally recognized overnight delivery service, at Caloosa Property Owners Association, Inc., c/o King's Management Services, Inc., P.O. Box 32248, Palm Beach Gardens, FL 33420.

7. This Release shall be construed under Florida law in such manner as will render it, and each provision of it, fully enforceable; provided, however, that if any provision of this Release shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deemed deleted and the remainder of this Release shall continue in full force and effect. Venue for purposes of any litigation or arbitration concerning this Release shall be in Palm Beach County, Florida.

8. This Release shall be binding upon the heirs, personal representatives, successors and assigns of the Invitee and shall inure to the benefit of Sponsor and Sponsor's successors and assigns.

**WARNING**

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

**I HAVE FULLY READ AND FULLY UNDERSTAND THIS RELEASE AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE NOT RELIED UPON THE SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.**

INVITEE - Signature \_\_\_\_\_ Date: \_\_\_\_\_

INVITEE - Print name: \_\_\_\_\_

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

Telephone Numbers: Cell (\_\_\_\_) \_\_\_\_\_ Home (\_\_\_\_) \_\_\_\_\_ Work (\_\_\_\_) \_\_\_\_\_

Emergency contact (name and telephone number - print clearly) \_\_\_\_\_

\_\_\_\_\_: Initial