## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

<u>WARNING:</u> 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.

The individual named below (referred to as "I" or "me") desires to participate in equestrian competitions, horseback riding, equestrian clinics or practices, equestrian shows, and/or related incidental activities of the Live Oak International event including without limitation observing equestrian competitions or demonstrations as a spectator, volunteering on Live Oak Stud's premises, engaging in business of any kind, or simply being present on the premises (whether singular or plural, hereinafter referred to as the "Activities") provided by Live Oak Plantation Combined Driving, Inc. d/b/a Live Oak International (the "Company"). In consideration of being permitted by the Company to participate in the Activities and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF PERSONAL PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OF **OPERATIONS** THE COMPANY. **NOTWITHSTANDING** THE RISK. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES (INCLUDING INJURY OR DAMAGE TO MY HORSE), WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OR GROSS NEGLIGENCE OF THE COMPANY OR OTHERWISE.

<u>I HEREBY EXPRESSLY WAIVE AND RELEASE</u> any and all claims, known or unknown, against Live Oak Plantation Combined Driving, Inc. d/b/a Live Oak International, and its officers, directors, managers, employees, agents, affiliates, investors, insurers, shareholders, volunteers, successors, assigns, the owners of the Live Oak Stud premises, Chester Weber, Juliet W. Reid, Charlotte C. Weber, Chloe Reid, and Weber Year 2001 Revocable Agreement of Trust (collectively, "Releasees"), including without limitation all liabilities, claims, actions, damages,

costs or expenses which I may have against the Releasees arising out of or in any way connected with my participation or engagement in the Activities, including my travel to, from, or within the Company's premises (Live Oak Stud), and including injuries which may be suffered by me or my horse before, during or after I engage or participate in the Activities, whether arising out of the ordinary negligence or gross negligence of the Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This Release does not extend to liabilities that Florida law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to the Activities, including any claim related to my own negligence or the negligence of the Company.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company, the Releasees, and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Marion County, Florida and I hereby consent to the exclusive jurisdiction of such courts.

[Remainder of page intentionally left blank – Signature page follows]

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed:
Printed Name:
Address:
Date:
named above. I have the legal right to consent to gree to the terms and conditions of this Release of my minor child.  Signed:
Printed Name of Parent or Legal Guardian:
Address:
Date: