

**LIABILITY RELEASE
FOR
RIVER RUN FARM SOUTH LLC**

**PARTICIPANT AND SPECTATOR EQUINE ACTIVITY, VEHICLE AND DOG LIABILITY RELEASE,
WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS**

**READ BEFORE SIGNING - YOUR SIGNATURE INDICATES YOUR
UNDERSTANDING OF AND AGREEMENT TO ITS TERMS**

This Participant and Spectator Equine Activity, Vehicle and Dog Liability Release, Waiver of Right to Sue and Assumption of All Risks Release (the “Release”) is hereby given by _____ (respectively, “Participant” or “Spectator”) on their own behalf and, if applicable, as the parent or guardian of all minors and/or wards (list names and ages) _____, who for all purposes shall also be included within the terms “Participant” and “Spectator”, respectively, in favor of River Run Farm South LLC, a Florida limited liability company, River Run Farm LLC, a Delaware limited liability company, Phoebe A. Weseley, individually, and David E. King, individually, and their respective principals, members, managers, directors, officers, trustees, successor trustees, employees, independent contractors, and agents (collectively referred to herein as the “Sponsor”), for any and all activity at the equestrian facility owned by River Run Farm South LLC located in Palm Beach Point, Wellington, FL 33414 (the “Premises”). Wherever used herein the terms “Participant,” “Spectator” and “Sponsor” shall include singular and plural, and the respective heirs, personal representatives, successors and/or assigns of Participant, of Spectator and of Sponsor.

Participant/Spectator fully understands that Participant’s/Spectator’s decision to come on to the Premises and partake in or passively view any activity whatsoever, or to allow minor children, participants, guests, spectators, and/or other persons to come on to the Premises and partake in or passively view any activity whatsoever, including but not limited to the use of motorized and other vehicles such as bicycles and equine drawn carts and carriages, having any interaction with or being in the proximity of any equine owned by Participant, by Spectator, by Sponsor, or by any other person or entity, and/or having any interaction with or being in the proximity of dogs and other animals on the Premises, poses risks of personal injury, property damage, death and/or other loss that may arise while riding on equines or in or on motorized or other vehicles, spectating, viewing, visiting or participating in any activity of any kind, including equine activities, on the Premises (the “Activities”), and Participant/Spectator hereby expressly assumes all risks and hazards incidental to the conduct of the Activities.

In consideration of Sponsor permitting Participant/Spectator to come on to the Premises and/or engage in any Activities on the Premises, Participant/Spectator hereby agrees as follows:

1. This Release is given in part under the Florida Equine Activities statutes (Chapter 773 of the Florida Statutes) as it may now provide or be hereafter amended (the “Act”).

2. This Release is a voluntary agreement and release by Participant/Spectator and shall be so 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 incident to the Activities.

3. Participant/Spectator hereby acknowledges that Participant/Spectator has notice and understanding of the dangers and conditions that are an integral part of the Activities, and with regard to equine activities, being mounted on or in the proximity of equines, and being in the proximity of dogs and other animals, which may cause, contribute to or result in personal injury to or the death of Participant/Spectator or damage to Participant’s or Spectator’s personal property (the “Risks”), including, but not limited to:

- The propensity of equines to behave in ways that may result in injury, harm, or death to persons riding on or being in the proximity of the equine, such as, but not limited to, making unpredictable movements, bucking, stumbling, falling, rearing, biting, kicking, running, spooking, spinning, jumping obstacles, stepping on a person’s feet, pushing or shoving a person or other equine, and

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- loosening and/or breaking halters, bridles, saddles, girths or other equipment and property.
- The unpredictability of equines, and the inability of anyone whomsoever to predict or foresee an equine's reaction to sounds, odors, sudden movements, objects, persons, dogs and other animals, insects, reptiles, birds, vehicles, wind, rain, lightning, thunder, hail and other weather conditions, or unfamiliar objects, and the effects of such reactions.
- Terrain objects and hazards, including, but not limited to, trees, shrubs, ditches, holes, rocks, boulders, surface or subsurface conditions.
- A collision with another equine, dog or another animal, person, vehicle, structure, fence, improvement or other object.
- The potential of another person, equine activity participant or spectator to act in a negligent manner that may contribute to injury, death, or loss to the person of Participant/Spectator or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant or placing oneself in an area or situation near or with an equine that could pose a danger.
- The dangers which are an integral part of dogs being animals that have a propensity to act unpredictably and in ways that may cause, contribute to or result in injury, damage, sickness, destruction, or death to persons, equines and other animals, or damage to real or personal property, including but not limited to a dog's wrongful or aggressive behavior, biting, jumping, running, scratching, digging, charging, making unpredictable movements, and reacting to unfamiliar people, animals, sounds or objects.
- The dangers and risks of halters, bridles, saddles, stirrups, stirrup leathers, harnesses, lead ropes, lunge lines, and other equipment loosening, slipping or breaking for whatever reason.
- The dangers and risks of becoming entangled in halters, bridles, saddles, stirrups, stirrup leathers, harnesses, lead ropes, lunge lines, and other equipment.
- The risks of falling from or otherwise becoming unstable on an equine or a vehicle for any reason whatsoever or for no identifiable reason.
- The dangers and risks of not wearing a helmet that is ASTM/SEI certified. All persons are required to wear helmets that are ASTM/SEI certified when mounted on an equine or riding in an equine drawn cart or carriage on the Premises.
- The dangers and risks of not wearing closed shoes or boots on the Premises. All persons are required to wear closed shoes or boots on the Premises.

4. Participant/Spectator agrees that mounting, riding, dismounting, hand walking, grooming, training, handling, feeding, and otherwise being in the proximity of equines, and in the proximity of dogs and other animals, even if as a spectator, is a dangerous activity which can produce a foreseeable risk of mortal or serious personal injury and/or property damage or loss to Participant/Spectator as well as to the person or property of others.

5. Participant/Spectator hereby expressly assumes all risks and dangers of injury, loss, damage or death which are in any way resulting from the inherent risks of the Activities and/or associated with the Risks enumerated above.

6. Participant/Spectator hereby releases and waives all rights which Participant/Spectator may have or hereafter have against Sponsor for injury, loss, damage or death which in any way results from the inherent dangers of equine activities and/or being in the proximity of dogs and other animals and/or associated with the Activities and the Risks enumerated above, and releases and waives the right to sue or to bring any action against Sponsor in connection therewith. Participant/Spectator 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, including medical costs and attorneys' fees and costs, which are occasioned by, or otherwise attributable to, matters for which Participant/Spectator hereby assumes the risk and is responsible for in accordance with this Release.

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7. If this Release is executed by Participant/Spectator as the legal parent or guardian of the minor child or children named herein, then (a) Participant/Spectator hereby warrants and represents that Participant/Spectator is in fact the legal parent or guardian of such minor child or children, 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 or children, his/her/their heirs, personal representatives, successors and assigns; and (b) Participant/Spectator agrees that Participant/Spectator has made reasonable and prudent efforts to determine the minor child's or children's ability to engage in the Activities and to act accordingly for the safety and welfare of the minor child or children.

8. In the event any dispute arises under this Release, then Sponsor and Participant/Spectator agree to mediate the dispute with a mutually agreed upon mediator. Sponsor and Participant/Spectator shall equally share the cost of mediation. In the event Sponsor or Participant/Spectator institutes litigation or other legal proceeding for disputes that could not be resolved by mediation, then the prevailing party shall be entitled to an award of reasonable attorneys' fees, paralegal fees and costs at all trial and appellate court levels of proceeding. In the event Participant/Spectator institutes litigation or other legal proceeding for disputes without having first submitting to mediation, then the defending party named in the initial complaint shall be entitled to an award of reasonable attorneys' fees, paralegal fees and costs at all pretrial, trial and appellate court levels of proceeding.

9. 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.

10. Venue for purposes of any dispute resolution concerning this Release shall be in Palm Beach County, Florida. Participant/Spectator agrees to submit to the jurisdiction of the appropriate forums in Palm Beach County, Florida.

11. This Release shall be binding upon the heirs, personal representatives, successors and assigns of the Participant/Spectator 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 THE FOREGOING PARTICIPANT AND SPECTATOR EQUINE ACTIVITY, VEHICLE AND DOG LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH 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 SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

PARTICIPANT/SPECTATOR on his or her own behalf:

Signature: _____

Print Name: _____

Date: _____, 20 _____

Address: _____

Telephone Numbers: Cell (____) _____ Home (____) _____ Work (____) _____

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

REQUIRED BY SECTION 744.301, FLORIDA STATUTES

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 RIVER RUN FARM SOUTH LLC, A FLORIDA LIMITED LIABILITY COMPANY, RIVER RUN FARM LLC, A DELAWARE LIMITED LIABILITY COMPANY, PHOEBE A. WESELEY, AS TRUSTEE OF THE PHOEBE A. WESELEY REVOCABLE TRUST U/A/D 10/20/2006, DAVID E. KING, AS TRUSTEE OF THE DAVID E. KING REVOCABLE TRUST U/A/D 10/20/2006, PHOEBE A. WESELEY, INDIVIDUALLY, AND DAVID E. KING, INDIVIDUALLY USE 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 RIVER RUN FARM SOUTH LLC, A FLORIDA LIMITED LIABILITY COMPANY, RIVER RUN FARM LLC, A DELAWARE LIMITED LIABILITY COMPANY, PHOEBE A. WESELEY, AS TRUSTEE OF THE PHOEBE A. WESELEY REVOCABLE TRUST U/A/D 10/20/2006, DAVID E. KING, AS TRUSTEE OF THE DAVID E. KING REVOCABLE TRUST U/A/D 10/20/2006, PHOEBE A. WESELEY, INDIVIDUALLY, AND DAVID E. KING, INDIVIDUALLY 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 RIVER RUN FARM SOUTH LLC, A FLORIDA LIMITED LIABILITY COMPANY, RIVER RUN FARM LLC, A DELAWARE LIMITED LIABILITY COMPANY, PHOEBE A. WESELEY, AS TRUSTEE OF THE PHOEBE A. WESELEY REVOCABLE TRUST U/A/D 10/20/2006, DAVID E. KING, AS TRUSTEE OF THE DAVID E. KING REVOCABLE TRUST U/A/D 10/20/2006, PHOEBE A. WESELEY, INDIVIDUALLY, AND DAVID E. KING, INDIVIDUALLY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

PARTICIPANT/SPECTATOR as Natural Guardian of a Minor Child or Children:

Signature: _____

Print Name: _____

Date: _____, 20____

Address: _____

Telephone Numbers: Cell (____) _____ Home (____) _____ Work (____) _____

FOR MINORS UNDER 18 YEARS OF AGE: By signing this Release, Invitee hereby represents and certifies that Participant/Spectator is the natural guardian of:

Print Name of Minor: _____ Date: _____, 20____

Print Name of Minor: _____ Date: _____, 20____

Print Name of Minor: _____ Date: _____, 20____

PARTICIPANT/SPECTATOR as the Guardian of a Minor Child as appointed by the Minor Child's Parent:

Participant/Spectator represents and warrants that the parent of the minor child or children named herein has authorized Participant/Spectator to have custody of, be responsible for, and accompany the minor child or children on the Premises for the purpose of partaking in Activities, including but not limited to riding horses or ponies, and that Participant/Spectator hereby assumes all Risks associated with the minor child's or children's Activities on the Premise and has made reasonable and prudent efforts to determine the minor child's or children's ability to engage in the Activities and to act accordingly for the safety and welfare of the minor child or children.

Signature: _____

Print Name: _____

Date: _____, 20____

Address: _____

Telephone Numbers: Cell (____) _____ Home (____) _____ Work (____) _____

FOR MINORS UNDER 18 YEARS OF AGE:

Print Name of Minor: _____ Date: _____, 20____

Print Name of Minor: _____ Date: _____, 20____

Print Name of Minor: _____ Date: _____, 20____