

20Majestic Oaks Ocala, LLC.

Participant Waiver of Liability and Hold Harmless Agreement

Participant _____ Parent if Minor _____

“Participant” defined as: Rider/Spectator/Visitor/Guest/Client, “Equine” defined as: Horse/Pony/Mule

1. In consideration for participating on the Majestic Oaks Ocala, LLC property as a participant, I hereby release, waive, discharge, and covenant Majestic Oaks Ocala, LLC (hereinafter, “Majestic” which term throughout this Release includes the Limited Liability Company and its officers, agents, members, directors, representatives or employees, individually or together) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, while participating in an equine event on the Majestic property.

2. I am fully aware of the risks and hazards connected with activities taking place on the Majestic property, and as an equine event participant am fully aware that such activities may include the risk of injury or even death of myself or my equine. As a result of being informed, I hereby elect to voluntarily participate in the Majestic equine activities I hereby assume those risks involved.

3. I knowingly, freely and voluntarily, for myself, my heirs, personal representatives, assigns and anyone else who is claiming by, through, under or against me, give up and waive any right to bring a lawsuit or other claim for money or compensation for any injury, loss or damage of any kind whatsoever, to myself or my equine(s) that arises as a result of services performed by or on behalf of, or the actions or inactions by or on behalf of, or any failure to warn by or on behalf of Majestic, **AND EVEN THOSE THAT RESULT FROM OR THROUGH THE ACTUAL NEGLIGENCE OF MAJESTIC**. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or my equine or any loss or damage to property owned by me, as a result of being a participant in a Majestic equine activity.

4. I further hereby agree to indemnify and hold harmless Majestic from any loss, liability, damage, or costs, including court costs and attorney fees that Majestic may incur due to my participation in an equine event.

5. It is my express intent that this **Waiver and Hold Harmless Agreement** shall bind the members of my family and spouse, heirs, assignees and personal representatives. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida and that any mediation, lawsuit, or other proceedings must be filed only in the state courts of Marion County, Florida, Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

6. In signing this agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily of my own free will with no oral representations, statements, or inducements, apart from the foregoing written agreement.

7. If I am under the age of eighteen (18) years of age, my parent or legal guardian must sign this agreement. It is understood that all signers are fully competent to execute this Agreement.

8., I grant permission to Majestic Oaks to take and use: photographs and/or digital images of me or my minor child for use in news releases and/or social media. These materials might include printed or electronic publications, Web sites or other electronic communications. I further agree that my name and identity may be revealed in descriptive text or commentary in connection with the image(s). I authorize the use of these images without compensation to me. All negatives, prints, digital reproductions shall be the property of Majestic Oaks Ocala, LLC.

In person, I sign this Waiver and Hold Harmless Agreement on this the ____ day of _____, 2020.

SIGNED:

PARTICIPANT

PARENT IF UNDER 18

Address

City/Zip

Email

Emergency Contact Name/Number

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