

**OCALA JOCKEY CLUB RELEASE, WAIVER, HOLD HARMLESS,
ASSUMPTION OF RISK, DEFEND AND INDEMNITY AGREEMENT**

I, the undersigned, hereby enter into this Ocala Jockey Club Release, Waiver, Hold Harmless, Assumption of Risk, Defend, and Indemnity Agreement ("**Agreement**") in consideration of my ability and permission to access, utilize, occupy, visit, attend, or otherwise be present on the 954-acre equestrian facility property complex known as the Ocala Jockey Club ("OJC"), with the main entrance located at 8720 West Highway 318, Reddick, FL 32686 ("**Property**").

IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, PROPERTY DAMAGE, OR OTHER MONETARY LOSS (COLLECTIVELY "LOSS"), ARISING OUT OF YOUR PARTICIPATION IN EQUINE ACTIVITIES AND OTHER ACTIVITIES AT THE PROPERTY, EVEN IF CAUSED BY THE NEGLIGENCE OF YOU OR RELEASED PARTIES. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING AS YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this Agreement, I hereby acknowledge that I have familiarized myself with the activities that I will be allowed to voluntarily participate in, whether as an equine rider, handler, owner, agent, coach, trainer, service provider, event official, volunteer, sponsor, vendor, permanent or temporary resident, spectator, or visitor of the Property and agree that I am a Participant as this term is defined under the Florida Equine Activity Statute (F.S.A. §773.01-773.06) ("**the Act**") and as further provided by this Agreement. I am fully aware, recognize, and acknowledge that engaging in equine activities includes, but is in no way limited to, those listed in the Act, as well as riding an equine belonging to me or a third party, working, petting, grooming, leading, mounting, feeding, observing, transporting, photographing, and otherwise interacting or merely being in the vicinity of equines (collectively "**Equine Activities**"). I also understand and agree to assume the inherent risks of engaging in Equine Activities, including, but not limited to: faulty equipment or tack that causes injury or death (ex.: broken, weak, absent, misadjusted, or erroneously applied riding tack, riding equipment, and/or protective gear, etc.), Released Parties' (defined below) failure to make a reasonable effort to determine my ability to engage safely in Equine Activities or to safely manage the particular equine provided based on my representations of my ability, Released Parties' failure to conspicuously post warning signs of a dangerous inconspicuous condition on Property, as well as: (a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (b) The unpredictability of an equine's reaction to such things as sounds (ex.: machinery, equipment, doors, rain, wind, thunder, voices, animals, fireworks, guns, motors, music, etc.), sudden movement, and unfamiliar objects (i.e. trailers, umbrellas, tents, plastic bags, children, toys, play equipment, balloons, signs, decorations, poles, cones, flowers, flags, mini-bikes, water, rocks, construction material, obstacles, jumps, brush, carts, and training devices such as whips, spurs, etc.), persons, or other animals (ex.: leashed or unleashed dogs, wildlife (ex.: alligators, snakes and red ants, coyotes, turkeys, snapping turtles, birds, etc.), other equines etc.); (c) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, dangerous or poisonous wildlife, insects, plants, noxious substances or man-made products, water, swimming pool, pond, stairs, drainage ditch, hard ground, slippery or deep footing, regardless of whether natural or man-made, etc.); (d) Collisions with other equines or objects (ex.: equines, fencing, gates, poles, individuals, vehicles, equipment, etc.); (e) The potential of a participant to act in a negligent or willful manner that may contribute to injury to me or others (ex.: failing to maintain control over the animal, not acting within his or her ability, being under the influence of a legal or illegal substance, reckless use of equipment, etc.) and (f) Other injury as a result of slipping, falling, or otherwise suffering Loss in the equine stabling area or anywhere else on the Property which may be slippery, muddy, wet, or otherwise hazardous (collectively "**Inherent Risks**").

I hereby specifically forever waive, release, hold harmless, defend, and indemnify the following parties from any and all Loss (except Loss resulting from willful or wanton or intentional misconduct) to myself, my spouse, domestic partner, children, heirs, beneficiaries, relatives, agents, and assigns, my property, animals and/or my equines (collectively "**My Related Parties**"), resulting from the Inherent Risks of engaging in Equine Activities: Valhalla Estates LLC dba Ocala Jockey Club ("**OJC**"), Valhalla Holdings LLC, Valhalla Land LLC, Erik Nygaard, Pavla Nygaard, OJC Homeowners Association #1, Inc., the owner, lessor, and/or lessee of the equine involved in the Loss; the owner, lessor, and/or lessee of the Property where the Equine Activity or incident causing the Loss occurred; and each of their respective domestic partners, spouse, heirs, beneficiaries, relatives, agents, assigns, employees, volunteers, independent contractors, working students, instructors, guests, visitors, members, managers, principals, officers, directors, owners, affiliated entities, residents, event and clinic organizers and sponsors, vendors, suppliers, and others acting on their behalf (collectively "**Released Parties**").

By signing this Agreement I hereby acknowledge that although there may be supervision during my time spent at the Property by a trainer, horse owner, OJC employee or otherwise, there will not be a medical professional on the premises, the Released Parties bear no responsibility for my health or medical care. I agree that, in the event of my injury at the Property, the medical personnel treating my injuries may provide information on my injury and treatment to the OJC.

I understand that OJC requires me, as a condition of allowing riding at the Property, to wear protective equipment, such as an ASTM/SEI-certified equestrian helmet and recommends I wear other protective equipment including a body protector and air vest, while warning that no protective equipment can guard against all injuries. I understand that Released Parties provide no security to me or my Related Parties on or around the Property, do not monitor the acts or omissions of any individuals who use the Property, and make no representations or other assurances regarding the Property safety. I agree to abide by the Property's safety and entry restriction notices, rules, policies and directions. I accept full responsibility for my own and my Related Parties' safety and the security of myself, my Related Parties and my possessions, whether involved in Equine Activities or any other activities at the Property. I represent that I have and/or am acquiring, the requisite training, coaching and abilities to safely engage in Equine Activities at the Property. If I encounter potentially unsafe conditions at the Property, I accept my responsibility to report such conditions to OJC and not to use or enter areas with such conditions.

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and disputes resolved exclusively by the state court in Marion County. I submit to the jurisdiction and venue of the Court for such purpose. I agree that this Release does not expire, that any and all claims and/or causes of actions for my Loss must be brought within one (1) year of the date accrued, and any surviving claim for personal property Loss is limited to \$250.00 (Two Hundred and Fifty Dollars). I agree to reimburse Released Parties for all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or defending or prosecuting any claims or causes of actions involving or in any way relating to me, my property, or my equine. I agree to waive trial by jury in any action with Released Parties.

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Agreement can only be modified in writing signed by myself and an authorized representative of OJC.

I certify that I have read this entire Agreement and understand, agree, and intend on my own behalf, and on behalf of my minor participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein. I sign this Agreement voluntarily, agree that this Agreement does not violate public policy, agree that I have other Equine Activity facilities to choose from, and understand that the signing of this Agreement is required for my participation in Equine Activities and for any other reason occupy and/or utilize the Property.

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.

Date: _____

Signature: _____

Participant signing on my own behalf, and, if applicable, on behalf of my minor children as a Participant

Printed Name: _____

Minor Participant Name(s) and DOB(s): _____

Address: _____

Phone/E-Mail: _____

Emergency Contact Name and Phone: _____