

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.

DaVinci Farms Equestrian Center, LLC
11331 Long Road, Fort Myers, FL 33905

HOLD HARMLESS / RELEASE OF LIABILITY AGREEMENT

1. The undersigned has read and understand, and freely and voluntarily executes this Hold Harmless / Release of Liability Agreement ("Release Agreement"), understanding that this Release Agreement is a waiver by me of any and all liability concerning myself, and/or the minor child (if applicable) named _____, of whom I am the parent and/or guardian.
2. I understand the potential dangers that I could incur, or that could be incurred to my family or other guests, in mounting, riding, walking, boarding, feeding or handling horses; including, but not limited to, any interactions with other horses. Understanding those risks, I hereby release **DaVinci Farms Equestrian Center, LLC, a Florida limited liability company; Sandra P. Bieri; Andreas Bieri; Montgomery Bank, N.A.; and their respective agents, representatives, shareholders, employees, independent contractors, clinicians, trainers, tenants, clients, guests, heirs, successors, and/or assigns**, and anyone else directly or indirectly connected with the foregoing companies and individuals, from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by me or by anyone else.
3. I understand, recognize and warrant that this Release Agreement is being voluntarily and intentionally signed and agreed to, and that in signing this Release Agreement I know and understand that this Release Agreement may further limit the liability of equine professionals to include any activity whatsoever involving an equine, including death, personal injury and/or damage to property.
4. I understand and acknowledge that cattle and other animals inhabit the DaVinci Farms premises and surrounding areas and that some horses react violently and dangerously to the presence of cattle and other animals.
5. I understand and acknowledge that all persons handling or riding horses on the DaVinci Farms premises are required to wear an ASTM/SEI certified riding helmet and footwear to the handling and riding of horses. Whether or not I abide by this rule will in no way diminish the intent or effect of this Release Agreement.
6. I hereby relieve, release and hold harmless **DaVinci Farms Equestrian Center, LLC, a Florida limited liability company; Sandra P. Bieri; Andreas Bieri; Montgomery Bank, N.A.; and their respective agents, representatives, shareholders, employees, independent contractors, clinicians, trainers, tenants, clients, guests, heirs, successors, and/or assigns**, and anyone else directly or indirectly connected with the foregoing companies and individuals from any duty to monitor my equine activities.
7. I voluntarily agree and warrant to release and hold forever harmless **DaVinci Farms Equestrian Center, LLC, a Florida limited liability company; Sandra P. Bieri; Andreas Bieri; Montgomery Bank, N.A.; and their respective agents, representatives, shareholders, employees, independent contractors, clinicians, trainers, tenants, clients, guests, heirs, successors, and/or assigns**, and anyone else directly or indirectly connected with the foregoing companies and individuals, from any liability whatsoever, including, but not limited to, any incident caused by or related to their negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of stables facilities, pastures, trails, arenas, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or any other horse I am riding or handling.
8. I understand that I am responsible for all risk of loss in connection with my vehicle(s), trailer(s), tack and all other personal property while it is located on or about the DaVinci Farms premises, whether or not it is located on or about said premises with express or implied permission of the premises owner, operator, clients, employees, clinicians, trainers, guests, or any other person. I am also responsible for any loss, cost, injury or death that may be caused to others (including but not limited to people, horses, dogs and other animals) by my vehicle(s), trailer(s) or other personal property. I voluntarily agree and warrant to release and hold forever harmless **DaVinci Farms Equestrian Center, LLC, a Florida limited liability company; Sandra P. Bieri; Andreas Bieri; Montgomery Bank, N.A.; and**

their respective agents, representatives, shareholders, employees, independent contractors, clinicians, trainers, tenants, clients, guests, heirs, successors, and/or assigns, and anyone else directly or indirectly connected with the foregoing companies and individuals, from any liability whatsoever arising directly or indirectly from any claim resulting from theft, damage, or destruction to my personal property, and from any liability whatsoever arising directly or indirectly from any claim resulting from and loss, cost, injury or death that may be caused to others (including but not limited to people, horses, dogs and other animals) by my vehicle(s), trailer(s) or other personal property, including but not limited to legal fees and/or expenses incurred in defense of such claims.

THE ABOVE IS HEREBY ACKNOWLEDGED AND AGREED TO BY:

Signature Above
(Parent or Guardian if minor)

Printed Name: _____

Address: _____

Dated: _____