

TEN SQUARE FARMS PROPERTY OWNERS' ASSOCIATION, INC.
RELEASE OF CLAIMS/ASSUMPTION OF RISK AGREEMENT

NOTICE: This form contains a Release of all claims and an express assumption of the risks associated with the activity described below which, when signed, contractually waives any and all claims against the TEN SQUARE FARMS PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association") that may arise in connection with you and/or your minor child/ward (hereinafter referred to as the "Child") using the Riding Trail, Polo Field and/or any other property owned by the Association (hereinafter collectively referred to as the "Common Area") for the following activity:

Polo, stick and ball practice, driving of horse wagons and carts,
track exercising, lessons, training or using the equestrian facilities
located in the Common Area in any other way or fashion for
equine activities as defined in Florida Statutes Chapter 773
(hereinafter collectively referred to as the "Activity").

Please read this carefully before signing your name.

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. Florida Statutes Chapter 773.

In consideration of the opportunity afforded to me and/or my child to participate in the Activity on the Common Area of the Association and other good and valuable consideration, I, the undersigned, on behalf of myself and/or my child named herein do freely subscribe to the following contractual obligations:

RELEASE OF CLAIMS: I hereby give my permission for my child to participate in the Activity. I the undersigned fully understand the risks associated with participation in the Activity and I on behalf of myself and/or my child named herein, do hereby, and for my and/or my child's heirs, executors, personal representatives, successors, attorneys and assigns, release and forever discharge the Association, its officers, employees, and agents and all property owners within the Association from any and all claims, liabilities, demands, actions or rights of action, controversies, and damages, of whatever kind or nature known or unknown, foreseen or unforeseen, that I and/or my child ever had, or now have, or may have, which may occur by reason of any injury, death, loss of services or consortium, property damage, and any and all other loss and damages of any kind and nature whatsoever sustained by or resulting to me and/or my child from participating in the Activity. I understand that this Release will prevent me and/or my child from suing or bringing any legal action against the Association and its property owners for any injuries or damages I and/or my child may sustain by virtue of participating in the Activity. I the undersigned understand that this Release shall be

binding on me and/or my child, my/our heirs, executors, personal representatives, successors, attorneys and assigns.

ASSUMPTION OF RISK: I the undersigned am aware that participation in the Activity involves an assumption of risk. I the undersigned understand that participation in the Activity will expose me and/or my child to risk of personal injury, severe personal injury, paralysis, and/or death. I the undersigned appreciate this WARNING as well as the fact that participation in the Activity involves inherent risk on the part of the participant. I the undersigned hereby certify that the inherent risks of participation in the Activity are adequately appreciated and that participation in the Activity is done strictly on a voluntary basis.

HOLD HARMLESS/INDEMNIFICATION: I the undersigned agree on behalf of myself and/or my child and my/our heirs, executors, personal representatives, successors, attorneys and assigns to hold harmless and indemnify the Association from all loss and/or expense, including but not limited to attorneys' fees resulting from any action undertaken by the undersigned and/or the child named herein while on the Common Area of the Association and participating in the Activity.

This Release of Claims/Assumption of Risk Agreement is intended to be a general release and waiver of all claims arising out of use of the Common Area and participating in the Activity.

This Release of Claim/Assumption of Risks Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any legal action authorized hereunder shall be in Indian River County, Florida, and jurisdiction shall be vested exclusively in the Circuit Court of the Nineteenth Judicial Circuit in and for Indian River County, Florida, or, if appropriate, in the United States District Court for the Southern District of Florida, Fort Pierce Division.

I the undersigned acknowledge and agree that in signing this Release of Claims/Assumption of Risk Agreement that I the undersigned am relying on my own judgment, belief and knowledge and that I the undersigned am not relying on representations or statements made by the Association, hereby released or anyone representing the Association. This Agreement constitutes the entire agreement and supersedes any and all previous agreements for use of the Common Area for the Activity.

I the undersigned have read this Release of Claims/Assumption of Risk Agreement and understand all of its terms. I the undersigned am executing this Release of Claims/Assumption of Risk Agreement voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, the undersigned has/have hereto set their hands and seals on this ____ day of _____, 20__.

ADULT PARTICIPANT

Print Name: _____ Sex: _____

Address: _____ City: _____ St: _____ Zip: _____

Home Phone: (____) _____ - _____ Cell Phone: (____) _____ - _____

Signature: _____ Date: _____

CHILD PARTICIPANT

Child's Name: _____ Sex: _____

Child's Date of Birth: _____ - _____ - _____

Parent/Guardian Name: _____

Address: _____ City: _____ St: _____ Zip: _____

Home Phone: (____) _____ - _____ Cell Phone: (____) _____ - _____

Parent/Guardian Signature: _____ Date: _____

Child's Name: _____ Sex: _____

Child's Date of Birth: _____ - _____ - _____

Parent/Guardian Name: _____

Address: _____ City: _____ St: _____ Zip: _____

Home Phone: (____) _____ - _____ Cell Phone: (____) _____ - _____

Parent/Guardian Signature: _____ Date: _____