Florida Statute 773 - 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 risk of equine activities.

 This release executed on this the \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_2022 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if under 18), City of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of Florida, referred to releasor. This General Release shall be effective from the date that the releasor signs this General Release through December 31, 2022.

In consideration of being permitted to participate in horse training, one on one horseback riding lessons, trail rides, cookouts, hayrides, training sessions, horse shows or demonstrations conducted on Releases property and premises being conducted, and being allowed access to the land and acreage known as the Mann Ranch or Mann Ranch, LLC and facilities owned by Seth and Linda Mann, and all other owners of real property which the undersigned utilizes, and being allowed ingress and egress and the use of the premises and the facilities located thereon, releasor, the undersigned, individually and on behalf of releasor’s personal representative, heirs, executors, next of kin and assigns waives, discharges and covenants not to sue or bring claim for any personal injury or property damage, indemnity or contribution against Seth and Linda Mann, Mann Ranch or Mann Ranch, LLC, and all other owners of real property which the undersigned utilizes, its officers, members, insurance carriers, promoters, sponsors, advertisers, owners, and lessees of the premises and each of them their officers and employees, all referred to as releasees, from all liability to the releasor, his or hers personal representatives, executors, heirs, next of kin, assigns for any and all loss and damage, and any claim or damage thereon, on account of injury to the person or property or resulting in death of the releasor, whether caused by the negligence or malfeasance of the releasees or otherwise while the releasor is on the premises of the releasees, training, competing, arriving, leaving, participating in any activity on the property or premises of the releasees. Releasor agrees to indemnify and hold harmless the releasees and each of them and their employees from any loss, liability, damage, or cost releasees may incur due to the presence of the releasor in or on the premises or property of the releasees, including but not limited to the Mann Ranch or Mann Ranch, LLC, and all other owners of real property which the undersigned utilizes, whether caused by the negligence or malfeasance of the releasees, their employees or otherwise. Releasor assumes full responsibility for risk of bodily injury, death or property damage due to the negligence or malfeasance of the releasees or its employees or otherwise while on the premises or property of the releases, and the Mann Ranch or Mann Ranch, LLC, and all other owners of real property which the undersigned utilizes, while training, receiving instruction, preparing for training or instruction, loading and unloading horses and animals, arriving, leaving or for any purpose participating in any activity whatsoever on the premises of the releases and the Mann Ranch or Mann Ranch, LLC, and all other owners of real property which the undersigned utilizes. Releasor agrees that this waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Releasor, being of lawful age, in consideration of being permitted access to the premises and property of the Seth and Linda Mann and the Mann Ranch or Mann Ranch, LLC, and all other owners of real property which the undersigned utilizes, and to participate in the activities thereon, does for him or herself, her or his personal representative, heirs, executors, next of kin and assigns hereby release and forever discharge Seth and Linda Mann and the Mann Ranch or Mann Ranch, LLC, and all other owners of real property which the undersigned utilizes, their heirs, administrators and executors of and from any and every claim, demand, action or right of action, of whatsoever kind and nature, either in law or in equity, arising from or by reason of bodily injury or personal injuries known an unknown, death and/or property damage resulting or to result from any accident which may occur as a result of the participation in any activity, preparation for activity in or on the premises of Seth and Linda Mann or the Mann Ranch or Mann Ranch, LLC, and all other owners of real property which the undersigned utilizes, whether by negligence or malfeasance or not. Releasor further states that he or she has read carefully the above release and knows the contents of the release and signs this release, voluntarily, as his or her own free act. Releasor further releases all employees and personnel of Seth and Linda Mann and the Mann Ranch or Mann Ranch, LLC, and all other owners of real property which the undersigned utilizes, from any claim whatsoever on account of first aid, treatment or service rendered releasor during participation of any act or activity while on the premises of Seth and Linda Mann and the Mann Ranch or Mann Ranch, LLC, and all other owners of real property which the undersigned utilizes. This release contains the entire agreement between the parties to this agreement and the terms of the release are contractual and not a mere recital. (Minor child, under the age of 18, requires the signature of a parent or legal guardian).

Signed and executed this the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022 by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature of Releasor or Patent/Legal Guardian of minor child), on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_