



**RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT AND
COVENANT NOT TO SUE
(ADULT)**

WITNESSETH

WHEREAS, Sarasota Saddle & Sail, LLC (“POLO”) d/b/a Sarasota Polo Club (“CLUB”), is the owner of certain land in Sarasota County, Florida (collectively referred to herein as the “Premises”);

WHEREAS, the undersigned (“Releasor”) has requested access to the Premises to participate in polo and other related equine activities and events, and to engage in and participate in other equestrian and equestrian-related activities and events, including but not limited to, traveling on the roads within the Premises, boarding horses, playing or practicing polo, pleasure riding, training horses and riders, teaching polo and equestrian skills, and other equine activity.

NOW THEREFORE, in consideration of being permitted access to the Premises, together with other valuable considerations, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. **Recitals.** The above recitals as set forth above are true and correct and incorporated herein by reference.

2. **Acknowledgment.** The Releasor acknowledges that he or she has had sufficient opportunity to make an inspection of the Premises, the program, the rules, the umpiring and the level of play at the CLUB. The Releasor is familiar with the conditions and potential conditions and with animal behavior that may be dangerous, and with the risks to person (including death) and property involved in polo and the other activities described above. The Releasor understands that the CLUB will not have emergency medical personnel available at all games or at all times that the Releasor may choose to ride or exercise horses and that there may be delays in calling for or arrival of the County EMS vehicles and staff. The undersigned assumes full responsibility for and risks of all of the foregoing activities and of dangerous and potentially-dangerous conditions on and about the Premises, due to the negligence of Releasees (as defined below) or otherwise, and waives all specific notice of the existence and location of any such dangerous conditions, including without limitation to:

- The potential for serious bodily injury (including broken bones, head or neck injuries)
- Sickness and disease (including communicable diseases)
- Trauma, pain and suffering
- Permanent disability, paralysis and death
- Loss of or damage to personal property (including my equine partner and personal equipment) that could arise due to the unpredictable behavior of horses
- Exposure to extreme conditions and circumstances, or adverse weather conditions
- Accidents involving other members/participants, event staff, or spectators
- Contact or collision with other members/participants or other horses
- Situations beyond the immediate control of POLO and/or the CLUB
- Any other undefined, not readily foreseeable and presently unknown risks and dangers

3. **Covenant Not to Sue.** The Releasor hereby releases, waives, discharges and covenants not to sue POLO, CLUB and/or its Affiliates and their respective officers, directors, agents, employees, partners, shareholders, lessees, related corporations, assigns and successors (collectively, "Releasees") from all liability to the Releasor, and his or her family, personal representatives, assigns and heirs, for all loss or damage, and any claim or demands therefor, on account of injury to the person or property or resulting in death of the Releasor, which may be caused by any act or failure to act of the Releasees or any one thereof, whether or not such act or failure to act is negligent, including any liability imposed by statute.

4. **Indemnity.** Releasor hereby agrees to indemnify, defend, and hold harmless the Releasees, and each of them, from any loss, liability, damage or cost they may incur, including attorney's fees incurred in consultation, trial and appeal, for damages because of bodily injury (including death) or sickness sustained by employees or lessees of the Releasor, or on account of damage to property of any of the above arising out of, or in consequence of, the use by the Releasor or its employees or lessees of the Premises or any improvements thereon, or equipment, horses or other property supplied by or made available by Releasor or its agents or contractors. The foregoing shall include indemnification for claims made due to the actions or inactions of Releasor, whether or not such bodily injury, death, loss, sickness, or property damage is caused by any negligence of the Releasees or any other person, and whether or not liability is imposed upon the Releasees, or any one of them, by statute or other law. The Releasor further agrees to indemnify, defend and hold harmless the Releasees, and each of them, from any actions or inactions taken by the medical personnel in trying to administer basic life support or care prior to the arrival of the County EMS staff.

5. **Waiver of Legal Action.** The Releasor further agrees that its agreements, indemnifications and releases under this Release and Indemnification Agreement shall be a complete bar to any legal action against the Releasees by or on behalf of the Releasor arising out of any of the matters or activities mentioned herein, and in the event any such action is instituted by or on behalf of the Releasor this instrument may be used as a complete bar to recovery in such action.

6. **Survival.** The releases, waivers, indemnities, agreements and other provisions of this instrument apply to any and all access and use of the Premises on or after the date of execution of this document and shall not be limited to one event or a specific period of time.

7. **Fees.** The Releasor shall pay applicable membership and miscellaneous fees as listed on the current CLUB fee sheet.

8. **Severability.** The Releasor agrees that if any portion of this document is held invalid, the balance shall continue in full force and effect.

9. **Florida Law.** Nothing in this instrument shall be deemed to limit in any way the limitation of liability granted to one or all of the Releasees pursuant to Chapter 773, Florida Statutes, or otherwise under the law.

10. **Helmets.** The CLUB strongly encourages the use of safety helmets while engaging in equestrian activity while riding sets on the CLUB track, CLUB stick and ball area, CLUB practice area, commuting on the Home Owner Association ("HOA") bridle paths, in the CLUB arena or anywhere on CLUB property. The Releasor agrees to accept all responsibility of an injury that may occur while riding on CLUB property and that choosing to not wear a helmet while riding places members and their approved grooms and guests at a greater risk of injury. The Releasee accepts the responsibility of communicating this safety helmet policy to anyone riding horses under their care, supervision, or ownership.

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.

Dated: _____ at Sarasota County, Florida.

Releasor (signature)

Releasor (print name)

PLEASE FILL OUT

Phone Number:

Emergency Contact:

Phone Number:
(Emergency Contact)

Billing Address:

E-mail Address:
