



F.R.I.E.N.D.S., Inc.

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RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the Undersigned's admission to and participation in F.R.I.E.N.D.S. many Programs at the F.R.I.E.N.D.S. facility anytime I attend or participate and all other related events or activities, the Undersigned releases, discharges and waives against F.R.I.E.N.D.S., INC., any and all claims for losses, injuries, death or damages to person or property (including loss of use of property) sustained to or by Undersigned and/or Undersigned's property, whether owned by, leased or consigned by or to Undersigned in connection with F.R.I.E.N.D.S. Undersigned, knowing and recognizing the risk of participation in the activities of F.R.I.E.N.D.S. and having inspected and being familiar with the F.R.I.E.N.D.S. facility, does voluntarily and fully assume all risk of loss, injury, damage, death or destruction to any person (including Undersigned) or property by theft, accident, inclement weather or from any cause whatsoever. The foregoing waiver and assumption of liability and risk shall be effective as to any cause of loss, whether or not caused by or contributed to, by or related to any fault or negligence of F.R.I.E.N.D.S., INC.

Undersigned further agrees to protect, indemnify and hold harmless F.R.I.E.N.D.S., INC. and assumes liability for defending F.R.I.E.N.D.S., INC. for the cost of such defense as well as other damages (or is indemnification is not available to, to contribute to F.R.I.E.N.D.S., INC. losses) from and against any loss or damage, claims or expenses (including reasonable attorneys; and other fees) arising directly or indirectly from any acts or omissions of Undersigned, arising out of or in connection with F.R.I.E.N.D.S., INC. The foregoing provisions shall be construed to be as broad and inclusive as permitted by the laws of the State of Florida and shall be binding upon the successors and/or assigns of Undersigned. The maintenance by F.R.I.E.N.D.S. of insurance relating to claims waived, released and/or indemnified hereby shall not affect the terms of interpretations of this agreement. For purposes of this agreement, F.R.I.E.N.D.S. shall mean and include F.R.I.E.N.D.S. and its OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SPONSORS, VOLUNTEERS, CONTRACTORS, SERVANTS and LICENSEES. In furtherance of the above agreement, but not in limitation thereof, undersigned agrees to waive the right of subrogation in the event of loss of or damage to the subject property, as well as the loss of use thereof. UNDERSIGNED being you, and acknowledge by you,

Executed - Month _____ Day _____ Year

Signature

Print name of Undersigned

**A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free (800-435-7352) within the state. Registration does not imply endorsement, approval or recommendation by the state."CH14915



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ACTIONS AND REMEDIES

In the event that there is any dispute between anyone, volunteer, visitor, any member of any class or probationary member (hereinafter referred to as "disputing party) and Florida Research Institute for Equine Development and Safety, Inc. (hereinafter referred to as "F.R.I.E.N.D.S."), its Board of Directors, any single member of its Board of Directors, or its officers, it is hereby agreed by all parties, that the remedy for such dispute shall be as follows:

1. No party described above, including their heirs, executors or assigns, shall file any action in any state, county, federal court or other court, seeking relief of any kind whatsoever. The purpose of this agreement is to ensure that the funds belonging to F.R.I.E.N.D.S. are not diminished in any way which would ultimately cause any deficiency in the care and well being of the horses.
2. An attempt to resolve any dispute shall be made by the parties by attending an arbitration conference. The disputing party shall pay all fees and expenses relating to such conference before an arbitrator. The disputing party shall provide F.R.I.E.N.D.S. with their dispute and after attempting to resolve any dispute, and failing such resolution, F.R.I.E.N.D.S. shall provide the disputing party with a list of Arbitrators. The disputing party shall prepay all fees and expenses to the Arbitrator. These fees and expenses shall also including any last minute cancellations or "no shows" on the part of the disputing party. Such arbitration shall be nonbinding on the part of any party.
3. This agreement forms part of any and all application forms, membership agreements and any other means of establishing your interest in F.R.I.E.N.D.S.

Acceptance of these conditions is hereby agreed upon by participant:

_____ (Print Name)

X _____ (Parent or Guardian Signature)

_____ (Date)

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