

**RELEASE AND WAIVER OF LIABILITY AGREEMENT**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Parent or Legal Guardian: \_\_\_\_\_

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In consideration of the opportunity afforded to me to (1) enter the Lake X Ranch, (2) participate in any program, event, happening, goings-on, or activity (including for example and not limitation, field trips, camps, educational opportunities and programs, visitor programs, workshops, recreational activities, swimming, hiking, bicycling, boating, sailing, picnicking, camping, archery, exploring, walking, jogging, equine activities, bird and butterfly watching, use of firearms, governmental programs and activities, and the opportunity to utilize, ride, be a passenger on, operate in any manner, or otherwise be in the presence of any all-terrain or off-road vehicle) or (3) otherwise be present for any reason or purpose (collectively referred to as "Activity" or "Activities") on or by the property of the Kenneth Kirchman Foundation, Inc., Lake X Holdings, LLC, Lake X Ranch, LLC or any other entity owned or controlled directly or indirectly by the Kenneth Kirchman Foundation, Inc. (collectively these entities are referred to as the "Foundation"); and, in recognition of the possible dangers to which I may subject myself in participating in any of the Activities:

I, \_\_\_\_\_, being over the age of 18, hereby agree that from this date forward, and for each and every time, whether continuous or not, that I participate in any Activity or that I am otherwise present on or around the Foundation's property, to the following.

To knowingly, freely, and voluntarily, for myself, my heirs, next of kin, guardians, personal representatives, administrators, assigns, and anyone else claiming by or through me, waive and release any and all claims, demands, causes of action, suits in equity of whatever kind, arising as a result of, or during the course of, any Activity from which any liability may or could accrue to the Foundation or any employee, contractor, sub-contractor, vendor, volunteer, representative, agent, sponsor, officer, director, trustee, assign, or other person or entity acting for or on behalf of the Foundation (hereafter, "Released Parties").

To assume any and all risks of injury, death, and property damage, whether or not such risks are inherent to the Activities, including for example and not limitation, any risks that may arise from: (1) negligence or carelessness on the part of the Released Parties; (2) dangerous or defective buildings, equipment, vehicles, apparatus or other property owned, used, maintained, or controlled by the Released Parties; (3) inherent or hidden risks associated with any Activity; or (4) because of the Released Parties possible liability with or without fault.

For myself and my heirs, next of kin, guardians, personal representatives, administrators, assigns, and anyone else claiming by or through me, from the date of this Agreement and forever hereafter, to hold the Released Parties harmless and blameless for any property damage, injury, or death, including injury or death occasioned by my participation in any Activity or my presence on or around the Foundation or the Foundation's property, whether or not such injury or death is resulting by or through the negligence of any of the Released Parties.

Should I, my heirs, next of kin, guardians, personal representatives, administrators, assigns, or anyone else claiming by or through me, institute any action against any of the Released Parties arising out of any injury or death to me or my property, as a result of my participation in the Activities on or around the Foundation's property, or as a result of my presence on or around the Foundation's property, then and in that event, I for myself, my heirs, next of kin, guardians, personal representatives, administrators, assigns, and anyone else claiming by or through me, hereby agree to pay all costs of such action, including attorney's fees incurred by the Released Parties.

For myself and my heirs, next of kin, guardians, personal representatives, administrators, assigns, and anyone else claiming by or through me, I hereby agree not to sue or bring any claim, demand, causes of action (judicial or quasi judicial), suits in equity of whatever kind, directly or indirectly, against any of the Released Parties relating to, or arising out of, in any manner whatsoever, any Activity.

I acknowledge and understand that this Agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Florida. I agree that in the event that any clause or provision is found to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions.

I acknowledge and understand that but for this Agreement, the Released Parties would not permit my participation in any Activity or my presence on the Foundation's property.

I acknowledge and understand that this Agreement shall be in full force and effect as of the date indicated below, and shall remain in full force and effect for each and every time, whether continuous or not, that I participate in any Activity or that I am otherwise present on or around the Foundation's property.

I do hereby authorize the Foundation to take photographs or record video or audio of me and my participation, appearance, likeness, and voice, and I hereby give my consent to the Foundation to use such photographs and recordings for any purpose, such as publishing, printing, displaying, exhibiting, distributing, or otherwise publicly displaying the photographs or recordings, including for any promotional, commercial or advertising purpose. I waive any rights, claims, or interests I may have to control the use of my identity or likeness in the photographs, video or audio and agree that any uses described herein may be made without compensation or additional consideration.

Pursuant to Fla. Stat. §773.06, a parent or guardian of a child under 16 years of age may not authorize or knowingly permit a child to ride an equine on public property without a helmet. **EVEN THOUGH FOUNDATION TRAIL RIDES ARE CONDUCTED ON PRIVATE PROPERTY, THE EQUINE ACTIVITY SPONSOR(S) RECOMMEND THAT CHILDREN UNDER THE AGE OF 16 YEARS CONSIDER WEARING CERTIFIED HELMETS DURING RIDES FOR SAFETY.**

Acknowledged and agreed to by me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name of participant

\_\_\_\_\_  
Signature of participant/ Responsible Party

The undersigned parent, next of kin, guardian, or other responsible party (hereafter "Responsible Party") does hereby represent that he/she is in fact acting in such capacity, has the authority to consent, and has consented, to the minor child or ward's participating in the Activity, and has agreed individually and on behalf of the minor child or ward, to the terms of this Agreement. The undersigned parent or legal guardian further agrees to save and hold harmless and indemnify the Released Parties from all liability, loss, claim, or damages whatsoever which may be imposed upon the Released Parties because of any defect in or lack of such capacity to so act and release the Released Parties on behalf of child or ward and the parent or legal guardian.

\_\_\_\_\_  
Print Name of Responsible Party  
(if participant is under age 18)

\_\_\_\_\_  
Signature of Responsible Party