

____ Harmony Resident or ____ Guest of _____

**WARNING, RELEASE AND INDEMNITY AGREEMENT AND TERMS OF USE
FOR ACCESS TO AND USE OF HARMONY EQUESTRIAN TRAILS**

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.

This warning complies with the notification requirement found in Section 773.04, Florida Statutes (2005).

“Inherent risks of equine activities” means those dangers or conditions which are an integral part of equine activities, including but not limited to:

- . • The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them.
- The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals.
- Certain hazards such as surface and subsurface conditions.
- . • The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

PLEASE READ CAREFULLY. This is a legally binding document (the “Waiver”) that waives your legal rights and limits the liability of Birchwood Acres, LLLP, the Harmony Development Co., Inc. LLP, and Starwood Capital Group Global, LLC, their parent, related, affiliated and subsidiary companies, and the officers, directors, employees, agents, representatives, successors and assigns of each (collectively the “Owners”) for damages or losses incurred by you, _____, the Participant.

By signing this document, you certify that you understand:

1. That horseback riding is a hazardous activity and personal injury may occur to myself or my child, ward, or guest.
2. That an individual should have the appropriate level of skill, training, and physical fitness required to engage in horseback riding safely.
3. That engaging in horseback riding may result in personal injury to you and to others and may result in damages to the Owners’ property, or to the property of others.
4. That the lands being offered for horseback riding are privately owned and are being offered to Harmony residents as a courtesy with no rights to exclusive, expanded or continued use of the property except as may be stated in this document.

4. That you will be horseback riding through a natural setting on wild and agricultural land, with dangers including but not limited to wild animals, fallen trees, ditches, abrupt depressions, aging drainage structures, flowing water and its resulting eroded lands and washed out trails, and other dangerous conditions intrinsic to the surface or subsurface of such land itself, which the Owners are unable to protect you from, and any marked trail exists merely for the convenience of you and other Participants, and in no way makes such marked trail anything other than wild land or ensures the safety of such marked trail.
5. That emergency health care services may not be easily accessible should you sustain an injury while engaging in horseback riding activities.
6. That in accordance with the environmental policy and goals of Harmony, the Owners have not taken and will take no steps to alter the natural setting of the wild land or the marked trails on and through which you will be riding, even if such steps would help to ensure the safety of the land. The Owners have no obligation to take any steps to monitor any land on which you, your child, ward, or guest will be horseback riding on in order to ensure the safety of the land. If in the future the Owners do take any steps to make any of the foregoing land safer, this will not create any continuing obligation to do so.
7. That the Owners in no manner have established a formal horseback riding program, provide supervision of horseback riding activities, or engage in horseback riding instruction. Nor do the Owners monitor or inspect for safety any of the land which you may use for horseback riding. ANY HORSEBACK RIDING ENGAGED IN BY YOU OR YOUR CHILDREN, WARDS OR GUEST IS COMPLETELY VOLUNTARY AND AT YOUR OWN RISK AND INITIATIVE. Other than allowing residents of Harmony to use, at their own risk, the marked equestrian trails, the Owners provide no other means to facilitate or accommodate horseback riding activities. You are responsible for providing all other means to facilitate your horseback riding activities, including but not limited to providing your own mount, tack, transportation, and training.

In consideration of the use of the grounds and equestrian trails of Harmony, Florida for horseback riding by me and my child or ward, and with the understanding that a horse may be startled by sudden movement, noise or other factors, and may shy suddenly, rear, stop short, bite, buck, kick or run with its rider, especially when being ridden through a natural setting, as these trails pass through, I EXPRESSLY AGREE TO ASSUME THE RISKS incidental to such participation including, but not limited to, those risks set out above, and, on my own behalf, on behalf of my child or ward, and on behalf of my child's or ward's heirs, executors and administrators, RELEASE and forever discharge the Owners, of and from all liabilities, claims, actions, damages, costs or expenses of any nature, including but not limited to THOSE OCCURRING FROM PERSONAL INJURY TO MYSELF, MY CHILD, OR MY WARD, arising out of or in any way connected with my participation and/or the participation of my child or ward in such horseback riding, including but not limited to any liabilities, claims, actions, damages, costs, or expenses arising out of or connected with any type of negligence or alleged negligence of any Owner or other third party.

I further agree to indemnify and hold each of the Owners harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorney's fees and disbursements, arising out or connected with any horseback riding activity

engaged in by myself, my child, my ward, or my guest which results in property damage or bodily harm to any Owner or third parties. Furthermore, I shall ensure that any guest I bring onto the Owners' land to engage in horseback riding activities with me shall sign a waiver similar in form to this document. In the event that such guest does not sign such a waiver, I shall indemnify and hold the Owners harmless in manner described in the paragraph immediately above should such guest sustain any property damage or personal injury. I understand that this release and indemnity agreement includes any claims based on the negligence, actions or inaction of any of the Owners and covers bodily injury and property damage, whether suffered by me, my child or ward, or a third party, before, during, or after any participation in horseback riding activities.

I further authorize medical treatment for myself, child or ward, at my cost, if the need arises.

The Owners expressly disclaim any warranties of any kind, whether express or implied, which may have been made concerning the land on which the Participant shall be riding, including but not limited to those warranties relating to the safety of the land.

TERMS OF USE

I agree that each horse that I and members of my party bring to Harmony will have received a negative Coggins test within the past twelve months. I will carry with me and produce upon request a certificate for each horse to that effect.

I agree that I will not use the Harmony property for horseback riding if I am under the influence of alcohol, drugs or other intoxicant or am otherwise not physically able to safely participate in horseback riding. Furthermore, I will not engage in any rowdy or dangerous behavior which could lead to injury.

I agree that I, my children or wards and my guest will wear protective head gear which meets or exceeds the quality standards of the SEI certified and ASTM standard F1163 equestrian helmet while riding or being near horses.

I agree that I will not access the trails without being accompanied by a "buddy" horse and rider. Each adult resident of Harmony may bring one and only one guest. I will not bring dogs or other non-equine animals on the trail.

I agree that I will use the trails only during the daylight hours between 1/2 hour after sunrise and 1/2 hour before sunset. I will respect any trail closures. All members of my party will enter and leave trails at access points only. I acknowledge that there will be fenced off areas surrounding the trails through which I am riding. I agree to not venture on to the land which is fenced off, and acknowledge that in the event that I do venture on to such land, I will be doing so as a trespasser.

While there is currently no such person, I agree to notify any designated Trailmaster or other designated individual, should such a position later be created by the Owners, of the trail(s) that I intend to ride before the start of my ride and to notify him or her when my ride has been

completed and to report any observed trail hazards.

I agree that any of the Owners may at any time temporarily or permanently revoke my license to use the equestrian trails and lands of Harmony for horseback riding for any reason such Owner, in their sole discretion, deems sufficient, including but not limited to violations of these Terms of Use. I acknowledge that using the equestrian trails of Harmony, or any other of the Harmony property for horseback riding, is a privilege granted by the Owner, not a right, requiring the Owners' continuing unanimous approval and permission. Such continuing approval and permission may be withdrawn at any time and for any reason any Owner, in such Owner's sole discretion, deems sufficient. In the event that any Owner revokes my privilege to use the equestrian trails or other land of Harmony for horseback riding and I continue to use such trails, or if I access the private lands of Harmony which are fenced off and not designated for horseback riding, I acknowledge that I would do so as a trespasser and the Owner will have the right to take any action allowed by law to prevent me from continuing to trespass on such lands.

I agree that if any provision of this Waiver or the application of this Waiver to any person or circumstance is held by a court to be invalid, void or unenforceable, the rest of this Waiver, or the application of this Waiver other than those parts which have been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

I agree that no action or inaction by any Owner shall constitute an express or implied waiver of my duty to comply with the duties, representations, warranties, covenants and agreements contained within this Waiver. If I fail to abide by the terms of this Waiver and the Owners do not take action to enforce their rights under this Waiver, this shall not operate or be construed as a waiver of any other breach and no failure by any Owner to exercise any right or privilege hereunder shall surrender any Owner's rights or privileges under this Waiver.

I certify that I am of legal age and fully competent to contract and have read and understand this Waiver.

DATED in Osceola County, Florida this _____ day of _____,
200____.

Printed Name: _____ Signature: _____

Address: _____

Emergency Contact: _____ Phone: _____