

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

WARNING: In consideration of being permitted to enter, use or participate in any events or activities (hereinafter referred to as the "Activity"), conducted by or on Live Oak International, located at 2215 SW 110th AVE, Ocala, Florida, 34481 (hereinafter referred to as the "Property"), I , hereby agree as follows:

Assumption of Risk

I know and understand the scope, nature, and extent of the risks involved in participating in the Activity at the Property and that other dangers cannot be foreseen or otherwise contemplated. I understand that these risks and inherent dangers include, but are not limited to, dangerous weather conditions including, but not limited to lightening; medical conditions or injuries including, but not limited to, heat exhaustion and drowning; wildlife risks; operational failure or operator error of equipment, including but not limited to, kayaks, canoes, rope swings, and floatation devices; (collectively hereinafter referred to as "Inherent Dangers"), and that by entering onto the Property I am subjecting myself to dangers and risks which may possibly result in loss of life, permanent paralysis, serious bodily injury to my person as well as loss of my personal property and effects. Having carefully considered these risks, I voluntarily, freely, without coercion and duress, choose to assume any and all such risks and take responsibility therefore and for my actions while on or about the Property.

Release of Liability

I hereby expressly waive and release any and all claims, known or unknown, against Live Oak Plantation Combined Driving, Inc. d/b/a Live Oak International, and its officers, directors, managers, employees, agents, affiliates, investors, insurers, shareholders, volunteers, successors, assigns, the owners of the Live Oak Stud premises, Chester Weber, Juliet W. Reid, Charlotte C. Weber, Chloe Reid, and Weber Year 2001 Revocable Agreement of Trust (collectively, "**Releasees**"), including without limitation all liabilities, claims, actions, damages, costs or expenses which I may have against the Releasees arising out of or in any way connected with my participation or engagement in the Activities, including my travel to, from, or within the Company's premises (Live Oak Stud), and including injuries which may be suffered by me or my property, or my death, during or after I engage or participate in the Activities, whether arising out of the ordinary negligence or gross negligence of the Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This Release does not extend to liabilities that Florida law does not permit to be released by agreement.

Agreement Not to Sue

I hereby agree never to institute any law suit or cause of action, or other claim against any of the Releasees, or to initiate or to assist in the prosecution of any claim for damages against the Releasees, or any of them, which I may have by reason of injury to my person or property, or

my death, arising from any of the Inherent Dangers or otherwise from my entering onto the Property, whether caused by the negligence or fault, active or passive, from any of the Releasees, or from any other cause whatsoever. I further agree that my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf shall not institute any lawsuit, cause of action, or claim or demand for damages against any of the Releasees, nor shall they initiate or assist in the prosecution of any claim for damages against the Releasees, which, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death, arising from my entering onto the Property or any of the Inherent Dangers, whether caused by the negligence or fault, either active or passive, of any of the Releasees, or from any other causes whatsoever. I hereby so instruct my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf. Should any such law suit or cause of action be instituted against any of the Releasees, I agree that such Releasees shall be entitled to recover attorney's fees and costs incurred in the defense of such law suit or cause of action, including any arising therefrom.

Indemnity Against Third Party Claims

I hereby agree to indemnify, save, and hold harmless the Releasees from and against any and all law suits, claims, actions, causes of actions, or proceedings of every kind and character, including attorney's fees and costs, which may be presented or initiated by any other personal organization of which may arise, directly or indirectly, from my entering onto the Property or any of the Inherent Dangers, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause whatsoever.

Validity of Agreement

I understand that if I institute, or if anyone on my behalf, any law suit, cause of actions, or claims for damages against any of the Releasees because of injury to my person or property, or my death, as a result of my entering onto the Property of any of the Inherent Dangers, this Agreement can and will be used in a court of competent jurisdiction and that said Agreement is binding and enforceable against myself and my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf.

No Insurance

I understand that by entering onto the Property and engaging in activities thereon, I am not covered by any accident or general liability insurance policy or any other insurance policy issued to any of the Releasees, and that I am not entitled to make any claims against any insurance which may be maintained on behalf of the Releasees.

Severability

Should any court of competent jurisdiction deem any provision or cause of this Agreement to be illegal, invalid or unconscionable and unenforceable, such provision or clause shall be fully severable from this Agreement, and in its place, there shall be added to this Agreement a similar provision as near in intent as possible which is not illegal or unconscionable, and this Agreement shall be construed and interpreted as if such illegal, invalid or unconscionable and unenforceable provision or clause had never comprised a part of this Agreement.

Continuation of Obligations

I agree that the terms and conditions of this Agreement shall continue in full force and effect now and in the future and at all times during which I am on or about the Property or engaged in any activity offered by the Gissy Springs Entities in connection with the Property, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement is intended to supersede and replace any such prior agreements between myself and the Releasees.

Waiver of Rights, Photo/Video Release

I fully understand that by signing this Agreement, I am giving up important legal rights, and it is my intent to do so and I am doing so freely and without coercion by the Releasees or under any duress. I further acknowledge and consent to being recorded via video and audio and I consent to the Gissy Springs Entities utilizing my name and likeness in connection with any video or audio recording for any purpose whatsoever.

Florida Law, Venue, Attorneys' Fees, Headings, Waiver of Jury Trial

I hereby expressly agree and acknowledge that the law of the State of Florida, shall apply to issues involving the construction, interpretation, and validity of this Agreement, and that Florida Law shall govern any dispute arising from the activities covered by this Agreement. The parties agree that any legal proceedings brought by either party in connection with or arising out of this Agreement, shall be brought in Orange County, Florida. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including those fees and costs incurred in appellate proceedings. Section Headings have been inserted for convenience purposes only. BY EXECUTING THIS AGREEMENT THE UNDERSIGNED KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT HE/SHE OR HE OR SHE'S CHILD MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR RELATING TO ANY ACTIVITY OR PARTICIPATION BY THE UNDERSIGNED IN THE BUMPER BOAT RIDES AT THE PROPERTY IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS AGREEMENT, BY STATUTE, OR AS A MATTER OF TORT LAW AND THE PARTIES

HERETO EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.

Entire Agreement

I understand this Release contains the entire Agreement between the parties hereto and the terms of this Release and the agreement not to sue supersedes all prior agreements, addendums, amendments, or understandings which existed between myself and the Releasees.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name:

Signature:

Date:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk on behalf of my minor child.

Printed Name:

Signature:

Date:
