

PROPERTY USAGE AGREEMENT

_____, 2018

By signing this Property Usage Agreement, I hereby acknowledge that I have knowingly and willingly entered a Property Usage Agreement, or become a party bound by the terms and conditions of a Property Usage Agreement by and between _____ (hereinafter User) and E. S. Robbins Corporation, Peytona Farms, Blue Water Creek Polo, Centaur Racing USA, Robbins Farms, LLC, and Edward S. Robbins, III (hereinafter Robbins).

I further acknowledge and understand that no warranty, either express or implied, is made by Robbins as to the condition of the usage agreement premises, located in Lauderdale County (9668 Hwy 72, Rogersville, AL 35652), or of any roads, buildings, gates or other improvements located thereon. This document serves to warn me that dangerous conditions, risks and hazards do exist. My presence and activities on the usage agreement premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to, structures, equipment, farm activity, equestrian activity, venomous snakes, insects and spiders; blinds and tree stands, erosion and general condition of land, animals, deep water, persons with firearms and vehicles. I hereby state that I expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the agreement premises, I hereby agree to protect, indemnify and hold harmless Robbins, as a limited liability company, corporation or individually, and Robbins' respective officers, directors, shareholders, members, managers, agents, employees, representatives, heirs, successors and assigns, from and against any and all claims, demands, causes of action and damages, including attorneys' fees resulting from any accident, incident or occurrence arising out of, incidental to, related to or in any way resulting from the use of the agreement premises and all improvements thereon. This agreement applies at all times. I hereby further covenant and agree that I, my heirs, representatives, successors and assigns, will not make any claim or institute any suit or action at law, or equity, for damages or otherwise, against Robbins, as a limited liability company, corporation or individually, or Robbins' respective officers, directors, shareholders, members, managers, agents, employees, representatives, heirs, successors or assigns for reason of conditions of the agreement premises or activities occurring thereon.

I hereby further understand and agree to abide by all the rules, provisions and terms of this Property Usage Agreement, and agree to use the property for its intended use, and to protect said property from damage or misuse to the best of my ability. It is understood that the User will be in breach of this agreement in the event that User fails to follow these rules and terms. I further agree to abide by all applicable laws to include, but not limited to local, state and federal laws while on the agreement premises. As the User, I understand that failing to do so will void this agreement and the agreement may then be canceled at the sole discretion of Robbins. In that unlikely event, I further agree to forfeit any and all present and future claims to the agreement premises in regards to the remaining term of the original agreement.

As used in this agreement, the terms: I, User, my person and myself, include but are not limited to, me or any of my guests or invitees or minors under my care while on the agreement premises.

This agreement may be canceled at any time by Robbins, without cause, in Robbins' sole and absolute discretion. Notification to User by Robbins may be in any format including, but not limited to, verbal, written, facsimile or electronic messaging. This form is only valid when approved by a responsible Initiator/Manager below.

Done this ____ day of _____, 2018.

User's Signature

User's Printed Name

User's Address

Responsible Robbins' Initiator/Manager _____
Date: _____

E. S. Robbins Corporation, Peytona Farm, Blue Water Creek Polo, Centaur Racing USA, Robbins Farms LLC, Edward S. Robbins, III (Robbins)

By: 
Edward S. Robbins, III Title: President/Individual/Member