

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
CIVIL DIVISION**

JOSE ARAIZA and DENISE ARAIZA,

Plaintiffs,

CASE NO.: 12-CA-014989

v.

DIVISION: A

PEGGY WOMACK BARNES and
RIDING HORSE LEASING, INC.,
a Florida corporation d/b/a TURKEY
CREEK STABLES; and
Phillip T. Barnes, Deceased,

Defendants.

**ORDER GRANTING DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT AND ENTRY OF FINAL JUDGMENT**

THIS CAUSE came on to be heard on the Defendants' Motion for Summary Judgment on September 15, 2014.

The Court, having considered and heard argument of counsel for the respective parties, reviewed the Court file and, more specifically, the two-page waiver not to sue (titled "Riding Membership Application"), the Court finds that the Defendants' Motion is due to be granted. The two-page Riding Membership Application which contains the exculpatory language at issue satisfies the Florida common law requirements on enforcing such exculpatory clauses. (See for example, Murphy v. YMCA, 974 So. 2d 565 (Fla. 2d DCA 2008) The Court finds that the intention of the release and indemnity provisions is clear and unequivocal. The wording of the exculpatory clauses is clear and understandable, such that, an ordinary and knowledgeable party would know what he is contracting away. The exculpatory language also clearly states that it releases a party, in this case the Defendants, from liability for its own negligence.

The finds that Plaintiffs' claims are barred because Mr. Araiza, an adult, released Defendants from its own negligence, if any. (See, Raveson v. Walt Disney World, 793 So. 2d 1171 (Fla. 5th DCA 2001).

Additionally, the Court finds that the Defendants are immune from liability under §773.02, Florida Statutes.

The Court finds that the pleadings and summary judgment evidence on file show that there is no genuine issue as to any material fact and that the Defendants are entitled to judgment, as a matter of law.

It is ORDERED and ADJUDGED as follows:

1. The Defendants' Motion for Summary Judgment is granted;
2. That the Plaintiffs, Jose Araiza and Denise Araiza, take nothing by this action and that the Defendants shall go hence without day, *for which let execution issue*; and
3. The Court reserves jurisdiction as to any claim by Defendants for prevailing party costs.

ORDERED and ADJUDGED in Chambers in Tampa, Hillsborough County, Florida on this the _____ day of September, 2014.

ORIGINAL SIGNED on
CONFIRMED COPY

OCT 06 2014

SAM D. PENDINO
CIRCUIT JUDGE

Sam D. Pendino
Circuit Court Judge

Copies Furnished To:

Peggy Womack Barnes and
Riding Horse Leasing, Inc.
c/o John A. Guyton, Esquire
109 N. Brush St., #500
Tampa, FL 33602

Jose and Denise Araiza
c/o Raymond Haas, Esquire
4921 Memorial Hwy, Suite 200
Tampa, FL 33634

Mark Zamora, Esquire
4921 Memorial Hwy, 200
Tampa, FL 33634

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

JOSE ARAIZA and DENISE ARAIZA,)

Appellants,)

v.)

Case No. 2D14-5074

PEGGY WOMACK-BARNES and)
RIDING HORSE LEASING, INC., a)
Florida corporation, d/b/a TURKEY)
CREEK STABLES,)

Appellees.)
_____)

Opinion filed October 2, 2015.

Appeal from the Circuit Court for
Hillsborough County; Sam D. Pendino,
Judge.

Raymond A. Haas of Haas Lewis DiFiore,
P.A., Tampa, for Appellants.

John A. Guyton, III, of Rywant, Alvarez,
Jones, Russo & Guyton, P.A., Tampa, for
Appellees.

PER CURIAM.

Affirmed.

ALTENBERND, WALLACE, and SALARIO, JJ., Concur.