

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. Fla. Stat. § 773.04 (2019).

RELEASE OF LIABILITY
ADULT OR NATURAL GUARDIAN/MINOR

WITNESS THIS AGREEMENT dated this ____ day of _____, 202__, by and between: **Razorback Equestrian Center, LLC**, located at **3383 Barbour Trail, Odessa, Florida 33556**, and its agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf, including, without limitation, **Christie D. Burnett-Yarnell** and **Bryan C. Yarnell** (hereinafter collectively referred to as "OWNER") and

ADULT _____

MINOR CHILD(REN) _____

NATURAL GUARDIAN _____
(hereinafter individually and/or collectively referred to as "RIDER").

In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Owner, Owner's instructors, employees and agents; Rider, Rider's heirs, agents, representatives, relatives, successors, and assigns, hereby agree as follows:

- 1. INHERENT RISKS & ASSUMPTION OF RISK.** Rider acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are 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 such as running, bucking, biting, kicking, slipping, shying, spooking, stumbling, rearing, falling or stepping; 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; collisions with other equines, animals, or objects; the limited availability of emergency medical care; and 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.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include the following non-exhaustive behavior: their propensity to kick, bite, slip, shy, spook, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Owner's **Rules and Regulations**, which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Owner.

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- 2. RELEASE, INDEMNIFY, HOLD HARMLESS & DEFEND.** Rider expressly releases Owner from any and all claims, demands, actions, and injury to person and/or property, whatsoever, even if caused by the active or passive negligence of Owner.

RIDER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND OWNER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY OF OWNER AND THE FACILITIES LOCATED THEREON. RIDER UNDERSTANDS THAT THIS RELEASE AND INDEMNITY AGREEMENT INCLUDES ANY CLAIMS BASED ON THE NEGLIGENCE, ACTIONS OR INACTION, OF OWNER BEFORE, DURING OR AFTER SUCH PARTICIPATION.

- 3. MINOR CHILD.** In the event the Rider is a minor child, the Natural Guardian recognizes and agrees that Owner is a commercial activity provider, as that term is used in Florida Statute § 744.301, and the Natural Guardian shall further indemnify, defend and hold Owner harmless from any such claims which would accrue to him/herself and/or said minor child for personal injury, including death, and property damage resulting from an inherent risk in the activity, regardless of any statute of limitations or contractual limitation of actions.

By signing this document, the undersigns agrees to let the minors in their custody engage in the horseback riding activities that are inherently dangerous. The undersigned agrees that even if owner uses reasonable care in providing this activity, there are inherent and unavoidable risks in this activity that may cause the minors to suffer serious bodily injury, including fatal injuries. The undersigned agrees these inherent risks cannot be avoided or eliminated. By signing this document, the undersigned adult agrees that the minors listed above, along with their representatives, heirs, successors, and assigns, expressly waive, forfeit, surrender, release, and agree to hold Owner harmless the any of the risks, whether express, implied, or inherent, associated with the activity. The undersigned has the right to refuse to sign this form and the Owner has the right to refuse to let the Minors listed above participate if this form is not signed. § 744.301(3), Fla. Stat. (2019).

- 4.** In the event Rider is using Rider's own horse, or a horse(s) not owned by Owner, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Owner reserves the right to refuse access or use of any horse(s) upon premises that does not appear to Owner to be in good health, or is deemed dangerous or undesirable. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

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5 Participant Certification. Riders certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of Rider's minor child(ren), spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein

ADULT RIDER'S Signature

Print ADULT RIDER'S Name

NATURAL GUARDIAN's Signature

Print NATURAL GUARDIAN'S Name

Address: _____
Zip code: _____

City: _____
Phone: _____
 Home Cell Work

Emergency Contact: _____

Phone: _____

Email Address: _____