

Liability Release, Waiver and Assumption of Risk Agreement

This document will affect your legal rights and liabilities. Please read carefully.

I, _____ agree to the following agreement with The Oaks Equestrian Center, a Florida Limited Liability Company (hereafter referred to as "the Center"), as a condition for its allowing me, and/or the persons identified below, to engage in any or all of the following activities: receive assistance or direction in regard to maintenance, handling, keeping, and/or riding of horses, ponies, donkeys, or mules; receive referrals to other industry professionals and businesses, where deemed appropriate by the Center; handle horses, ponies, donkeys, or mules (regardless of who owns them) under the direct or indirect supervision of the Center; receive instruction or guidance (directly or indirectly) from the Center; receive instruction in riding or handling of horses, ponies, donkeys, or mules at any time from the Center; and/or ride horses, ponies, mules, or donkeys at any location. (All of these activities, individually and collectively, will hereafter be referred to in this document as "the Activities.")

NAME OF CONTRACTING PARTY: _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Parent): _____

ADDRESSES OF CONTRACTING PARTIES: _____

TELEPHONE NUMBER(S): [Home] _____ [Business] _____

[Cell/Other] _____

I also make this agreement on behalf of the following, who is/are my children or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____

3. _____ AGE: _____ 4. _____ AGE: _____

All parts of this agreement shall apply to me and to the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Liability Release, Waiver and Assumption of Risk Agreement is intended to be valid and binding at all times, now and in the future, when the Center permits me (directly or indirectly) to engage in any or all of the Activities at any time and at any location.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities at any time and at any location.
2. **RISKS/ASSUMPTION OF RISK.** I understand that anyone riding, handling, or even near a horse, pony, donkey, or mule (these animals will hereafter be referred to as "equines" in this document) can suffer bodily and other injuries at any time and without warning. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.

Further, I understand that riding, handling, or being near an equine and/or receiving instruction or guidance on or around equines can expose me to numerous hazards, which could include, for example: the propensity of an equine 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 sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of the Stable Property; and/or collisions with other equines, animals, or objects. **I understand these risks and dangers inherent in equine activities and I agree to assume each and every one of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am not relying on Instructor to list all possible equine-related risks for me in this document or at any time, now or in the future.**

3. WAIVER AND LIABILITY RELEASE: As consideration for the Center allowing me to engage in any or all of the Activities, now or in the future, and with full knowledge and appreciation of the risks of equine activities, I freely and voluntarily agree to assume the risks involved in any aspect of the Activities. I agree to assume full responsibility for any and all bodily injuries, losses, or damages which I may sustain at any time when engaging in the Activities. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge The Oaks Equestrian Center, its managers, employees, agents, assistants, representatives, assigns, and others acting on the Center's behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur at any time – now or in the future – as a result of engaging in any or all of the Activities at any time and at any location (except if such injury or damage is directly caused by the Center's intentional misconduct, reckless misconduct, wanton misconduct, and/or gross negligence).

If the Activities involve the use of an equine that I own or that have the lawful use and possession of, I also agree to hold harmless and release The Oaks Equestrian Center, its managers, employees, agents, assistants, representatives, assigns, and others acting on its behalf from liability for any and all injuries, damages, or losses that the equine(s) may sustain at any time arising out of its involvement (directly or indirectly) in the Activities that may accrue from any cause whatsoever, including accidents, illness, or injuries (except if directly caused by the Center's gross negligence or wanton and willful misconduct).

4. INDEMNIFICATION. I also agree to indemnify and hold harmless The Oaks Equestrian Center, its managers, employees, agents, assistants, representatives, assigns, and others acting on its behalf against all liability, claims, losses, actions or expenses which are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of the Activities at any time and at any location. ["Third persons" are any and all people who are not parties to this Agreement and includes, but is not limited to, my relatives, guests, other clinician participants, spectators, or visitors, etc.]. The indemnification shall include reimbursement of the Center's reasonable attorney fees.

5. ASTM/SEI HEADGEAR. I agree to be fully responsible for my own safety at all times while engaging in any or all of the Activities at any time and at any location. The Center has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear (helmet and strap) that is designed for use when riding or when near equines. I am NOT relying on The Center to provide a certified helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. If I choose to wear an ASTM-standard/SEI-certified helmet, or if I choose not to, this is my decision alone.

6. EMERGENCIES. Person(s) to Contact in Case of Emergency:

Name(s): _____

Phone Number(s): _____

Relationship(s): _____

7. **INDEPENDENT BUSINESSES.** I am aware that the Center may occasionally refer to or work with independent equine-related individuals and businesses, but I understand these individuals and businesses are wholly independent and do not have an employment, partnership, joint venture, principal-agent or similar arrangement with the Center.

8. **HEALTH AND PHYSICAL CONDITIONS.** Some people have physical conditions that pose special physical risks to them while they engage in exercise. Riding and handling equines as well as equine-related activities are exercise. I understand that the Center recommends that I seek the advice of a physician before participating in activities that involve riding or being near equines. Also, I want the Center to be aware of the following physical, learning, or personal needs that might affect my ability to ride, handle, be near an equine, or otherwise engage in any of the Activities: _____

9. This Liability Release, Waiver and Assumption of Risk Agreement is governed by Florida law and is intended to be as broad and inclusive as Florida law permits. This document can only be modified in a written document that is signed by me and The Oaks Equestrian Center. Should any clause in this document conflict with Florida law, only that clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now and in the future. Should I breach this Liability Release, Waiver and Assumption of Risk Agreement (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by the Center and/or persons directly affiliated with the Center. It is also mutually agree that any disputes arising under this Liability Release, Waiver and Assumption of Risk Agreement, or any activities undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Columbia County, Florida.

10. **ALSO, I REPRESENT THAT:**

- **I AM AT OR OVER 18 YEARS OF AGE;**
- **I AM OF SOUND MIND, AND I AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- **I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (ALL THREE (3) PAGES), AND I FULLY UNDERSTAND IT;**
- **I INTEND FOR THIS WAIVER, AGREEMENT AND LIABILITY RELEASE TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND**
- **THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.**

I acknowledge having read the above release of liability in its entirety prior to signing this form

SIGNATURE OF CONTRACTING PARTY: _____

PRINT NAME HERE: _____ DATE: _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent): _____