

PLEASE FILL OUT ONE FORM PER INDIVIDUAL
VISITING EQUINE EXPERIENTIAL, LLC.
PLEASE PRINT CLEARLY.

EQUINE EXPERIENTIAL

OCALA, FLORIDA
TEL: 352-399-8833

ACTIVITY SPONSOR RELEASE AND HOLD HARMLESS AGREEMENT

WARNING
Horses, horseback riding and all its related activities are dangerous and there are risks involved in your participation. You can be seriously/permanently injured or killed as a result of your participation in horses, horseback riding or its related activities. Each individual Participant, regardless of experience, has final responsibility for his/her own safety.

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

This document is meant to be a full and complete release from any and all liability that may arise from my participation in any and all activities sponsored on the property of EQUINE EXPERIENTIAL LLC. and its owners, employees, jointly and severally. This release is given freely and voluntarily by the participant, spectator and/or guest and is meant to remain in existence throughout the duration of the equine and/or other activities whether I am or am not found to be negligent while handling a horse, near a horse or participating in the activities listed below, or peripheral activities associated with this sport.

FIRST NAME: _____ LAST NAME: _____

Emergency Contact Info

First Name: _____ Last Name: _____
Phone # (____) _____ - _____
Relationship to participant _____

Medical Insurance Info

My medical insurance company is _____
My policy number is _____
 I do not carry medical insurance

Please check all that Currently apply to this PARTICIPANT:
 AGE 18 OR OLDER
 Under Age 18
 Over 240 lbs?
 Under 10 hours riding experience?
 Over 10 hours riding experience?

SPECIAL EVENTS INCLUDING BUT NOT LIMITED TO: (Please check all that currently apply to this participant)

TEEN TEAM LEAD HEAL
 Wagon Trail Field Trip Individual Workshop Group Workshop Special Event
 As a Participant As a Volunteer As a Spectator As a Vendor

QUESTIONS:

Does this participant have any physical or mental condition(s), which may affect his/her safety and ability to ride, drive and/or train a horse or in any other way participate in the activities? YES NO (please check one)
If you checked "YES", how can we help them with their special needs? _____

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., Chapter 773.04)

FLORIDA STATUTE GOVERNING EQUINE ACTIVITY & LIABILITY

DEFINITIONS: (As used in *773.01 – 773.05, Fla. Statutes)

1. **“Engages in an Equine Activity”** means riding, assisting in veterinary treatment of, driving, or being a passenger upon an equine, whether mounted or unmounted, visiting or touring or utilizing an equine facility as part of an organized event or activity, or any person assisting a participant or show management. The term “engages in an equine activity” does not include being a spectator at an equine activity, except in cases where a spectator places himself or herself in an unauthorized area.
 2. **“Equine”** means horse, pony, mule or donkey.
 3. **“Equine Activity”** means:
 - a. Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grandprix jumping, three-day events, combined training, rodeos, riding, driving, pulling, cutting, polo, steeplechasing, English and Western performance riding, endurance trail riding, pleasure trail riding and gymkana games.
 - b. Equine training or teaching activities or both whether training the horse, rider or participant in equine guided education, coaching, equine assisted psychotherapy, equine assisted learning, or other personal and professional development activities.
 - c. Boarding, including normal daily care of an equine.
 - d. Riding, inspecting, or evaluating an equine belonging to another by a purchaser or an agent, whether or not the owner has received monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser to ride, inspect, or evaluate it.
 - e. Rides, trips, hunts, or other equine activities of any type, no matter how informal or impromptu, that are sponsored by an equine activity sponsor.
 - f. Placing or replacing horseshoes or hoof trimming on an equine.
 - g. Providing or assisting in veterinary treatment.
 4. **“Equine Activity Sponsor”** means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity, including, but not limited to: pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college-sponsored classes, programs, and activities, therapeutic riding programs, personal & professional development coaches/therapists/equine specialists, stable and farm owners and operators, instructors, and promoters of equine facilities, including, but not limited to, farms, stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.
 5. **“Equine Professional”** means a person engaged for compensation or as a volunteer:
 - a. In instructing/facilitating/mentoring/coaching a participant with equines or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine;
 - b. In renting equipment or tack to a participant; and/or
 - c. To provide daily care of horses boarded at an equine facility; or
 - d. To train an equine.
 6. **“Inherent risks of equine activities”** means those dangers or conditions which are an integral part of equine activities, including, but not limited to:
 - a. The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them.
 - b. The unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.
 - c. Certain hazards such as surface and subsurface conditions.
 - d. Collisions with other equines or objects.
 - e. 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.
 7. **“Participant”** means any person, whether amateur or professional, who engages in or any person that participates in an equine activity, or any activity offered on the property of EQUINE EXPERIENTIAL whether or not a fee is paid to participate in the equine activity or other activity.
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AGREEMENT OF SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon me the registered PARTICIPANT, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of Florida. This Agreement is intended to be valid and binding at all times now and in the future when EQUINE EXPERIENTIAL permits me (directly or indirectly) to enter its property, be on EQUINE EXPERIENTIAL’S property, be near any horse, receiving training instruction or guidance/coaching or facilitation of activities from its associates and/or when I train and/or am near horses on or off of EQUINE EXPERIENTIAL’S property. Any disputes by the PARTICIPANT shall be litigated in, and venue shall be the county in which EQUINE EXPERIENTIAL is physically located. This Agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with Florida law, then that single part is null and void. The term “HORSE” and

“EQUINE” herein shall refer to all equine species. The terms “I”, “WE”, “MY” shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

NATURAL HAZARDS ON THE FARM ARE AS FOLLOWS: 1) Beware of Fire Ants. These are tiny red ants that sting badly. Do not stand near them or halt your horse near them; 2) Gopher Turtle holes are throughout the area. They **burrow large tunnels underground that sometimes collapse when a horse steps near the opening; and 3) Beware of Rattle Snakes and/or Water Moccasins and/or Coral Snakes. They are all highly poisonous snakes and blend in well with the terrain.**

INHERENT RISKS / ASSUMPTION OR RISKS I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in, meaning an integral part of horse/equine/animal activities/farm activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of any animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animals; the unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to, surface or subsurface conditions; a collision, encounter and/or confrontation with another equine, another animal, a person, or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. Equine training and personal/professional development sessions are all activities in which one much smaller, weaker predator (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the equine) and each has a limited understanding of the other. If an equine is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; spinning around; changing directions and/or speed at will; shifting its weight; bucking, rearing; kicking; biting and/or running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on EQUINE EXPERIENTIAL to list all possible risks for me.

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I/WE AGREE THAT: EQUINE EXPERIENTIAL is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others which are not mentioned above. I am not relying on EQUINE EXPERIENTIAL to list all possible conditions for me. The participant and parent or legal guardian have inspected EQUINE EXPERIENTIAL’S facilities and are satisfied that all premise conditions are reasonable safe for this participant’s intended purpose, usage and presence upon EQUINE EXPERIENTIAL’S premises.

EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: I/WE ACKNOWLEDGE THAT: I have reviewed Florida’s EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is printed herein.

MEDICAL INSURANCE I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance company shall pay for ALL such incurred expenses.

PHOTO RELEASE I/WE RELEASE: All rights to photos taken of me/us or the above mentioned for future use by EQUINE EXPERIENTIAL, it’s staff, founders, and/or Board of Directors in publications, videos, books, newsletters, blogs, etc.

SAFETY AGREEMENT I/WE AGREE: to stay out of all barns, paddocks, corrals, tack-rooms, and all other non-office related buildings, while waiting for horse related or other activities, or while waiting for a participant. I/WE AGREE to treat other people and horses with kindness and if I/we should engage in any behavior that management or owners, etc deem as inappropriate, those in authority have the right to ask me/us to leave the premises with or without refund of any fees paid for any/all activities currently or paid for in advance.

LIABILITY RELEASE I/WE AGREE THAT: In consideration of EQUINE EXPERIENTIAL allowing my participation in all activities on the premises, under the terms set forth herein,. I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge EQUINE EXPERIENTIAL, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as “ASSOCIATES”), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to EQUINE EXPERIENTIAL’S and/or ITS ASSOCIATE’S ordinary negligence or legal liability; and I do further agree that except in the event of EQUINE EXPERIENTIAL’S gross negligence and/or willful and/or

wanton misconduct, I shall not bring any claims, demands, legal action and causes of action, against EQUINE EXPERIENTIAL and/or ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of EQUINE EXPERIENTIAL, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by EQUINE EXPERIENTIAL, or in the care, custody or control of EQUINE EXPERIENTIAL, whether on or off the premises of EQUINE EXPERIENTIAL, but not limited to being on EQUINE EXPERIENTIAL'S premises as a participant, spectator and/or guest.

****ALL Participants and/OR Legal Guardians must sign below after reading this entire document.****

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE AND ASSUMPTION OR RISK AGREEMENTS. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

Signature of Participant (required for anyone 13 and over)

Date

Signature of Legal Guardian (required for anyone under 18)

Date

legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process, signed notes are not considered legal

CONTACT INFORMATION:

MAILING ADDRESS: _____ AGE: _____ (youth only)

CITY _____ STATE _____ ZIP _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

___ Please do not send us your email updates, newsletters, invitations or information about specials.

___ Please do not send us your blog news/stories.