



# RELEASE OF LIABILITY OWNER/RIDER

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by and between Ken Boyung/Sandra Rouse/Equus Meadow Riding Stable/Equus Meadow Pond Inn, hereinafter jointly referred to as MANAGER and rider participant (print name \_\_\_\_\_) (Address \_\_\_\_\_) (telephone # \_\_\_\_\_), hereinafter referred to as RIDER. For consideration received, and in return for the use, today and all future dates of the property, facilities and services of Manager, Rider, Riders heirs, assigns and representatives, hereby agree as follows:

1. Inherent risks and assumption of risk. The undersigned acknowledges that 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 are but not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, and may result in an injury, harm or death to persons on or around them; the unpredictability of equines 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 objects or other animals; 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 such participant stability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. 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 Manager'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 therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

Rider expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this state) by Manager or its representatives, agents or employees. If I ignore this agreement and initiate claim or suit against Manager, I will be responsible for payment of all attorneys' fees and costs incurred by Manager. \_\_\_\_\_ (Initial)

### WARNING:

**Under Florida Law (FLORIDA STATUTES, TITLE XLV TORTS, CHAPTER 773, EQUINE ACTIVITIES), 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.**

2. Rider agrees to hold harmless, indemnify or defend Manager against, or hold harmless from, any and all claims, demands, causes of action, damages, judgements, orders, costs or expenses, including attorney's fees, whether actually incurred or not which may in any way arise from or in any way be connected with Riders use of or presence upon the property of Manager and the facilities located thereon. Any and all mishaps and occurrences which result in injury, harm or death which is associated with all structures, machinery, vehicles (motorized or non-motorized), fencing, paved and unpaved roadways and wooded trails; the body of water on the premises named Equus Meadow Pond and the body of water named "Channel G" shall be assumed risks by the undersigned and shall hold harmless, indemnify or defend Manager against and from any and all claims associated with the above mentioned objects and said bodies of water. \_\_\_\_\_ (Initial)

3. In the event rider is using Riders own horse(s), or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to manager to be in good health or is deemed dangerous or undesirable.

4. Any action brought under this agreement shall be brought within one year of the incident or accident giving rise to said claim and will be subject to a law suit brought about by manager against rider, riders' heirs, assigns or representatives.

5. Rider agrees to waive the protection of any applicable statutes in this jurisdiction or any other 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. \_\_\_\_\_ (Initial)

*I have had sufficient opportunity to read and understand my obligations according to this Release of Liability agreement.*

Rider Participant Signature \_\_\_\_\_

### PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the above named minor rider participant hereinafter referred to as ("Minor Rider") being permitted by Manager to participate in it's activities at this facility and to use its animals, equipment and facilities, I further agree to indemnify and hold harmless Manager from any and all claims which are brought by, or on behalf of Minor Rider, and which are in any way connected with such use or participation by Minor Rider

Parent or Guardian (print): \_\_\_\_\_

Signature \_\_\_\_\_

**MINORS UNDER 16  
ARE REQUIRED TO WEAR  
A HELMET.  
Complying with State Law**

*Helmets for trail riders are available for you to use at no charge.*