

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

This document will affect your legal rights and liabilities. You are waiving your right to legal action including lawsuit.

Please read carefully.

The Undersigned assumes the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury and physical harm to horse, rider, and spectator. Accordingly, I/we agree that any activity engaged in by me/us on the premises, relating to horses or otherwise, is done at my/our own risk.

Initial Here



_____ RISKS/ASSUMPTION OF RISK. I understand that anyone riding, handling, or even near a horse or pony (these animals will hereafter be referred to as "equine" in this document) can suffer bodily and other injuries at any time and without warning. Among other things, equine are unpredictable by nature. For example, when frightened, angry or under stress, the natural instincts of equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equine are also known to kick, buck, rear up, spin around, strike, or bite. I know that equine can do any of these things without warning. I also understand that all equine, 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 equine 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 movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of the property; and/or collisions with other equine, 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 anyone to list all possible equine-related risks for me in this document or at any time, now or in the future.

_____ In consideration, therefore, for the privilege of riding and/or working around horses on the private property of Preston Scott Baggerly and Diane M. Baggerly located at 5601 N. Equestrian Terrace, Crystal River, Florida 34428, the Undersigned does hereby agree to hold harmless and indemnify Preston Scott Baggerly and Diane M. Baggerly (husband and wife); Faith Haven Christian Retreat Center, Inc. (a Florida 501(C)3 Corporation) along with its Board of Directors; and any and all persons or entities who are guarantors or indemnitors of the above, all agents, employees, promoters, sponsors, other horse riders, horse owners, advertisers, sales persons, photographers, volunteers (hereinafter called Releasees) and further release them from any liability or responsibility for accident, damage, injury, or illness to the Undersigned or to any horse owned by the Undersigned or to any family member or spectator accompanying the Undersigned on the premises.

_____ I/we agree not to sue any Releasees, and I/we release and agree to indemnify for the Releasees from and for all liability for the undersigned, his/her person, representatives, assignees, heirs, and demands therefore on account of injury to her person or property, or death of undersigned whether caused by the negligence of the Releasees or otherwise.

_____ I/we agree that this release is intended to be as broad and inclusive as is permitted by the law of the State of Florida, where the activities are conducted, and if any part hereof is held invalid, it is agreed that the balance shall continue of full force and effect.

_____ All riders going out on trails must be at least 12 years old and dressed appropriately, long pants and closed-toe shoes, preferably riding boots. No sandals. No exceptions.

_____ All lesson riders will be dressed properly to ride: long pants (preferably jeans), riding boots, and a helmet.

_____ I have been advised that, for our own protection, I should purchase for my child to wear properly fitted and secured ASTM-standard/SEI certified protective headgear (helmet and strap) that is designed for use when riding or when near equine. I am NOT relying on the Stable to provide such certified protective headgear.

_____ House Bill No. 169, Section 773.06 Florida Statutes, 773.06 Helmet Requirements; penalties – (2)(3)(4), Florida Statutes state that all Riders under the age of 16 years old who rent or lease an equine are required to wear a helmet that meets current applicable standards of the American Society of Testing and Materials for protective headgear used in horseback riding.

_____ I/we have read and voluntarily signed this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY and further agree that no oral representations, statements, or inducements apart from the foregoing written agreements have been made nor shall be made except by a written and signed addendum.

ACTIVITY: Trail ride _____ Riding Lessons _____ Equine Experience _____ Spectator _____ EAP/EAL _____

IF RIDING, WHAT IS YOUR RIDING EXPERIENCE?

No experience _____ Some experience _____ Experienced rider: _____

Rider's weight: _____

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.

Florida Statute 773.04(2)

Under Florida law, an AgriTourism operator is not liable for injury or death of, or damage or loss to, a participant in an AgriTourism activity conducted at this AgriTourism location if such injury, death, damage, or loss results from the inherent risks of the AgriTourism activity. Inherent risks of AgriTourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury, death, damage, or loss. You are assuming the risk of participating in this AgriTourism activity.

Florida Statute 570.964

I agree to be fully responsible for my own safety at all times while engaging in any or all of the AgriTourism/Equine Activities.

Print Name of Minor Participant or Rider: _____

Print Address of Minor Participant or Rider: _____

Signature of Minor Participant or Rider: _____ Date: _____

Print Name of Parent or Legal Guardian: _____

Print Address of Parent or Legal Guardian: _____

Phone Number: _____ Email: _____

Signature of Parent or Legal Guardian: _____ Date: _____

Person(s) to contact in Case of Emergency:

Name: _____

Phone Number(s): _____

Relationship: _____

Name: _____

Phone Number(s): _____

Relationship: _____