



## EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE, AND ASSUMPTION OF ALL RISKS

### READ BEFORE SIGNING

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement (the "Agreement") is hereby given by \_\_\_\_\_ on his/her own behalf  OR  as the parent or guardian of \_\_\_\_\_ to Harmony Hope Stables, INC., a Florida not-for-profit corporation, as the equine activity sponsor (the "Sponsor"), and to each officer, director, agent, employee, volunteer, equine professional (as defined in the Act referenced herein), instructor, therapist, aide, heir, personal representative, successor and/or assign of the Sponsor (who also shall be included within the word "Sponsor") and agrees as follows:

In consideration of the opportunities provided by the Sponsor to the undersigned, including any minor or legal ward in whose behalf the undersigned signs this Agreement (collectively, the "Participant"), for the enjoyment of equine activities and the use of the Sponsor's facility and equipment, the Participant hereby agrees as follows:

1. This Agreement is given in part under the Florida Equine Activities statutes (Chapter 773) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the Sponsor the fullest protection of a release, waiver of claim and recovery, right to sue and assumption of all risks that is afforded by the Act, and by other applicable statutes and general law.
2. The Participant hereby acknowledges that he/she has full and complete notice and understanding of the Act and of all the dangers and/or conditions which are an integral part of equine activities which may cause, contribute to or result in the death or personal injury of the Participant or damage to the Participant's property (the "Risks"), including, but not limited to:

The propensity of equines to behave in ways (such as, but not limited to, buck, stumble, fall, rear, bite, kick, run, and make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break) that may result in injury, harm, or death to persons on or around the equine;

The unpredictability of an equine's reaction to sounds, sudden movement, persons, other animals, or unfamiliar objects;

Hazards, including, but not limited to, surface or subsurface conditions;

A collision 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, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant;

The inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, reptiles, birds or insects, and the effects of such reactions;

The dangers and risks of tack or harness loosening, slipping or breaking for whatever reason.

The dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity;

The risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason;

Any negligent act or omission by the Sponsor which causes or results in the death or personal injury of the Participant or damage to the Participant's property.

3. The Participant hereby expressly assumes all risks and dangers of injury, loss, damage or death which are in any way resulting from the inherent risks of equine activities and/or associated with the Risks enumerated in paragraph 2 above.

\_\_\_\_\_  
\_\_\_\_\_



4. The Participant hereby releases and waives all rights which he/she may have or hereafter have against the Sponsor for injury, loss, damage or death which is in any way resulting from the inherent dangers of equine activities and/or associated with the Risks enumerated in Paragraph 2 above, and the right to sue or to bring any action against the Sponsor in connection therewith. The Participant agrees to completely indemnify and hold the Sponsor harmless from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including medical costs and attorney's fees, which are occasioned by, or otherwise attributable to, matters for which the Participant has hereby assumed the risk and is responsible in accordance with this Agreement.
5. The Participant agrees to comply with all rules and regulations posted or otherwise communicated by the Sponsor. The Participant agrees that the Sponsor has made reasonable and prudent efforts to determine the Participant's ability to engage in the Equine Activity offered by the Sponsor and the Participant has disclosed all known physical and psychological conditions to Sponsor to assist Sponsor in evaluating the Participant for participation in the Equine Activity offered by the Sponsor.
6. The Participant agrees that mounting, riding, walking, dismounting, grooming, training, handling, feeding, and otherwise being in the physical proximity of horses is a dangerous activity which produces a foreseeable risk of mortal or serious personal injury and/or property loss to the Participant in such activity as well as to the person or property of others.
7. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the Participant until expressly revoked by the Participant in a written notice personally delivered to the Sponsor.
8. This Agreement shall be construed under Florida law in such manner as will render it, and each provision of it, fully enforceable; provided, however, that if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect. Venue for purposes of any litigation or arbitration concerning this Agreement shall be in Martin County, Florida.
9. If this Agreement is executed by the undersigned for and on behalf of a minor Participant as named below, the undersigned hereby warrants and represents that he/she is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor Participant, his/her heirs, personal representatives, successors and assigns; and the undersigned further agrees that this Agreement shall also be as fully binding on the undersigned as if it were entered into solely on his/her own behalf.
10. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant and the undersigned.

**WARNING**

**Under Florida Law, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE NOT RELIED UPON THE SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**FOR MINORS UNDER 18 YEARS OF AGE:**

**Print Name of Minor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Numbers:** Cell(\_\_\_\_) Home(\_\_\_\_) Work(\_\_\_\_)

## **GENERAL RELEASE, HOLD HARMLESS, AND WAIVER OF LIABILITY**

In consideration of my participation, and the participation of any of my minor children, in the various functions and activities at Harmony Hope Stables' (hereafter, "HH Stables", which designation also includes HH Stables' members, directors, officers, agents, employees and volunteers) facility located at 5010 SW 69<sup>th</sup> Street, Palm City, Martin County, Florida ("HH Stables premises"), hereby DISCHARGE AND HOLD HH STABLES HARMLESS from, of and against any and all liability, claims, demands, actions and causes of action, known and unknown, including but not limited to those for DEATH, BODILY INJURY, DISEASE, LOSS OF SERVICES, MENTAL/EMOTIONAL DISTRESS AND SUFFERING AND PROPERTY DAMAGE, that may be sustained by me or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF HH STABLES AND/OR MYSELF OR OTHERWISE, while I am traveling to/from said functions and activities; participating in said functions and activities, and in, on, or upon the HH Stables premises.

I acknowledge and am fully aware of the risks and hazards attendant to my involvement in said functions and activities, including risks and hazards which can cause serious injury, paralysis, and death and I hereby voluntarily elect to participate in said functions and activities knowing that said functions and activities may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL RISK OF LOSS, PROPERTY DAMAGE AND PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me and any loss or damage to property owned by me as a result of my involvement in said functions or activities, WHETHER CAUSED BY THE NEGLIGENCE OF HH STABLES AND/OR MYSELF OR OTHERWISE.

It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, successors, assignees and personal representatives, if I am deceased, and shall be and hereby is deemed a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE HH STABLES. The parties hereto agree that any dispute arising hereunder shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association ("AAA"). The fees, costs and expenses of arbitration shall be borne equally by the parties. Each party shall have the right to select one arbitrator and the two selected arbitrators shall choose the third within ten days of their appointment. If the two selected arbitrators cannot agree on the third arbitrator, AAA shall select him or her. The decision of a majority of the arbitrators shall be binding. Venue for arbitration proceedings shall be in Martin County, Florida and Florida law shall apply. The parties understand and agree that any award of damages shall be limited to compensatory damages only. This arbitration clause is intended to be, and shall be construed as, mandatory and not permissive. If any term or condition of this agreement is found by an arbitral panel or arbitrator, tribunal, or court of competent jurisdiction to be invalid or unenforceable, it shall be excised without effect on this agreement's remaining terms and conditions.

In signing this Release, I acknowledge and represent that I have read and understand the foregoing provisions; that I sign this Release voluntarily as my own free act and deed; that no oral representations, statements, or inducement, apart from those herein, have been made and that this document contains the full and complete agreement of the parties with respect to its subject matter and cannot be varied save by a writing signed by all parties; that I am at least eighteen years old and fully competent and authorized to enter into this Release, and I execute this Release for full, adequate and complete consideration, fully intending to be bound by same. I understand that, by signing this Release, I am waiving certain rights I may have and knowingly waive those rights.

**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. Chapter 733, Florida Statutes.**

I, \_\_\_\_\_ who resides in \_\_\_\_\_ County, Florida  
and whose address is: \_\_\_\_\_

have read the document above: General Release, Hold Harmless, and Waiver of Liability, and place  
my signature below as the acceptance of terms and conditions, for myself and including any of my  
participating minor children listed as follows:

\_\_\_\_\_  
Name of Minor Child/Children

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed