

Southwest Florida Dressage Association, Inc. 2020-2021 Show Entry and Release(s)

****** ALL FORMS ARE DUE BY THE CLOSING DATE******

Show Date _____ USDF/WDAA# _____ **Check one:** Member of: SWFDA ALPHA

Rider _____ Coach/Trainer _____

Address _____ City _____ State _____ Zip _____

Phone _____ **LEGIBLE** EMAIL (for ride times) _____

SWFDA Team Member Yes No Team Name _____

Rider's Declared Status for current show only (check one)

Open Adult Amateur Jr/Young Rider Vintage (55+)

Horse's Name _____

Sex _____ Age _____ Height _____ Color _____ Breed _____

Date of Negative Coggins Test (copy of current coggins with payment and form required) _____

Class Number	Class Name

Fees ** MUST CHOOSE ONE: Stall at \$25 **OR** Haul in at \$20 **OR** Haywire Boarder

Total SWFDA Class Fees		\$ _____
Special Class #37	\$10.00	\$ _____
Schooling Friday (NO DAY STALLS)	\$10.00	\$ _____
**Day Stall/Turnout Saturday	\$25.00	\$ _____
**Haul in fee Saturday	\$20.00	\$ _____
Office Fee	\$20.00	\$ _____ 20.00
Total Amount Due		\$ _____

Volunteer Notes to Show Secretary _____

(Please note if you are scheduled to volunteer & time block working so your rides can be scheduled accordingly.
Example: Scorekeeper AM or PM)

MAKE CHECKS PAYABLE TO SWFDA AND EITHER: MAIL TO SHOW SECRETARY Barbara Utter,
1933 NE 5th Street, Cape Coral, FL 33909

****** OR PAY VIA Venmo@swfda AND EMAIL FORMS AND COGGINS TO butter9726@gmail.com**
****Emailed forms MUST BE PDF format.****

RELEASE OF LIABILITY. PLEASE READ BEFORE SIGNING

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 risk of equine activities. The undersigned competitor and any signing parent or guardian hereby agrees to release Haywire Ranch SWFL, LLC, the management of this competition, their officers, directors, employees, members or agents, and the owner or managers of the grounds where this event is held from any loss, damage, liability, or injury arising out of or resulting from this competition or competitors participation or entry therein, including the negligent acts or omissions of the management of this competition, their officers, directors, employees, members or agents, and the owners or managers of the grounds where this event is held.

SWFDA has put preventative measures into place due to the spread of communicable diseases, including COVID-19, however attending this event could increase your risk of contracting coronavirus. By entering the show facilities, you assume all risk and liability of exposure and agree to hold both SWFDA & its members as well as the show facility/owner harmless and not liable for any resulting illness or injury.

Rider's Signature (parent or guardian if under 21):

_____ Date _____

Owner's Signature or agent:

_____ Date _____

(Adult responsible for entry while on grounds)

PLEASE CONTINUE TO PAGE 3 AND COMPLETE.

HAYWIRE RANCH SWFL, LLC

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF ALL RISKS, AND INDEMNITY AGREEMENT

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. FL. STAT. 773.04

Haywire Ranch SWFL, LLC, located at 5631 Staley Road, Fort Myers, FL 33905, and its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf; Amber Cooke; Jostin Cooke (hereinafter referred to as "RANCH") and _____ (hereinafter individually and/or collectively [if a guardian and minor child] referred to as "RIDER"). In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of RANCH, RANCH's instructors, employees and agents; RIDER, RIDER's heirs, assigns and representatives, hereby agree as follows:

FLORIDA EQUINE ACTIVITIES: This agreement is given in part under the Florida Equine Activities statutes (Fl. Stat. 773) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act are hereby incorporated into this agreement by reference. This agreement shall be construed to provide RANCH with 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 or any other applicable statutes and law.

- 1. INHERENT RISKS & ASSUMPTION OF RISK: ALL RIDERS MUST WEAR HELMETS AT ALL TIMES.** RIDER acknowledges 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, but are not limited to the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping; the unpredictability of an equine's reaction to such things such as sounds, sudden movement and unfamiliar objects; persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other equines, animals, or objects; 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 his or her ability. RIDER acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include the following non-exhaustive behavior; their propensity to kick, bite, shy, buck, stumble, bolt, rear, or general unpredictability. RIDER assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. RIDER understands that RANCH is not responsible for the actions of other participants or guests of other participants. RIDER agrees to follow and abide by RANCH's rules and regulations, which shall be posted and/or made available from time to time. RANCH may edit or amend rules and regulations as needed, making copies available to all participants via their website, notice board, or other location. RIDER understands that continued use of RANCH's facilities or programs constitutes an acceptance of any amended or additional rules or regulations, and waives any other formal notice of such.
- 2. RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND:** RIDER expressly releases RANCH from any and all claims, demands, actions, and injury to persons and/or property, whatsoever, even if caused by the active or passive negligence of RANCH. To the extent that negligence and related claims are waivable under Florida law, RIDER waives any rights to any potential causes of action. RIDER agrees to hold harmless, indemnify, and defend RANCH against any and all claims, demands, causes of action, damages, judgments, order, costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with RIDER's use of, or presence, upon the property of RANCH and the facilities located thereon. RIDER understands that this release and indemnity agreement includes any claims based on the negligence, actions or inactions, of RANCH before, during, and after such participation.
- 3. MINOR CHILD:** In the event that RIDER is a minor child, the natural or appointed guardian recognizes and agrees that RANCH is a commercial activity provider, as that term is used in Florida Statute 744.301, and the guardian shall further indemnify, defend, and hold RANCH harmless from any such claims which would accrue to him/herself and/or said minor child for personal injury, including death and property damage, resulting from an inherent risk in the activity, regardless of any statute of limitations or contractual limitation of actions. **NOTICE TO MINOR CHILD'S GUARDIAN: READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF OWNER USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE FOREVER GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RANCH IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RANCH HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. FL. STAT. 744.301(3)(2010).**
PHOTOGRAPHY AND MEDIA RELEASE: RIDER expressly grants permission to RANCH, its representatives and employees, the right to take photographs and videos of RIDER, RIDER's horse(s), and RIDER's property while RIDER is on the property of RANCH. RANCH may use such photographs with or without consent of RIDER for any lawful purpose, including but not limited to promotions, marketing, social media, illustration, advertising, and web content. RIDER consents to use and reproduction of photographs, films, and footage to circulate and publicize the same by all means, including and without limit to, the generality of the newspapers, television media, internet promotion, including but not limited to Facebook, YouTube, blogs and webpage, publication in brochures, pamphlets, instructional materials, books, clinical materials, and reproduction by third parties.
ATTORNEYS' FEES, VENUE, JURISDICTION: In any legal action brought in connection with this agreement, rising out of this agreement, or arising out of any activity of BOARDER, their horse(s), their guests, or their agents, RANCH shall be entitled to prompt payment of any and all expenses incurred, from the other party including, but not limited to: court costs, attorney fees, filing fees, mediation or arbitration fees, retainers, transcript costs, depositions, fees of expert witnesses, travel expenses, document production including copying, printing, and binding costs, telephone charges, postage, delivery service fees, and all other disbursements, whether reasonable or not, incurred by RANCH. This agreement shall be governed by the laws of the state of Florida. All parties agree and submit to jurisdiction in Lee County, Florida. The proper venue for all actions shall be in the 20th Judicial Circuit, in and for Lee County, Florida. Actions brought in other counties are subject to immediate removal into this venue.
BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY, I UNDERSTAND THAT I AM FOREVER GIVING UP, WAIVING, AND RELEASING ANY RIGHT I HAVE TO SUE OR MAKE ANY CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST RANCH FOR ANY INJURIES WHICH I, MY HORSE(S), OR MY PROPERTY MIGHT SUSTAIN WHILE PARTICIPATING IN ACTIVITIES SPONSORED OR ENGAGED IN BY RANCH. IT IS MY INTENT TO GIVE UP THOSE RIGHTS, AND I DO SO KNOWINGLY AND VOLUNTARILY.

THIS AGREEMENT IS PERPETUAL IN DURATION FROM THIS DAY FORWARD.

RIDER's Signature (or legal guardian if under 18) RIDER's Name

Guardian's Name if Under 18

DATE Emergency Contact Name

Emergency Contact Number