

CITY OF PINELLAS PARK
Equestrian Center
ACCIDENT WAIVER AND RELEASE OF LIABILITY



In consideration for the use of the Pinellas Park Equestrian Center, located at Helen Howarth Community Park, 6301 94th Avenue, Pinellas Park, Florida 33782, the undersigned hereby agrees to the following:

By signing below, I acknowledge that my equine has been certified by a veterinarian, is in good physical condition, and has an official report of a negative equine infectious anemia test dated within 12 months of the blood sample being taken, as applicable. I further acknowledge that a farrier has inspected my equine's hooves and feet to assure they are in good shape as well as being trimmed and dressed with the appropriate shoes needed for jumping, if necessary.

1. **HAZARDOUS ACTIVITY:** I understand that horseback riding and jumping is a hazardous activity and that equines are unpredictable by nature; that when frightened or angry or under stress, an equine's natural instincts are to jump forward or sideways, to run away from danger at a trot, canter, or gallop, to kick, to buck, to rear up in front, or to bite; equines are extremely powerful; and that if a rider falls to the ground, the fall distance will generally be more than 5 feet. I understand and acknowledge the inherent risks of equine activities, as further defined in Chapter 773, Florida Statutes. I understand these risks and voluntarily assume these risks and dangers for myself or on behalf of my child or legal ward.

_____ (Initial here)

2. **RIDING HELMETS AND VESTS/JACKETS:** I understand that I can better protect myself against head injuries by wearing protective equestrian head gear and airbag vests/jackets while mounting, riding, dismounting and being around equines and I am responsible for providing my own protective gear and tack. I accept full responsibility for the increased risk of injury if I decide not to wear a helmet, airbag vest/jacket or use proper tack. I understand that if my child or legal ward is under 16 years of age, he or she must wear a helmet that meets the current applicable standards of the American Society of Testing and Materials for protective headgear used in horseback riding and that is properly fitted and fastened securely upon the child's head by a strap when the child is riding the equine at the Pinellas Park Equestrian Center in accordance with the provisions set forth in Chapter 773, Florida Statutes.

_____ (Initial here)

3. **LIABILITY RELEASE:** I understand that I am responsible for any bodily injury, property damage, loss, or death that I or my child or legal ward should sustain while engaging in equine activities at the Pinellas Park Equestrian Center. I am also responsible for medical expenses or any other expenses incurred as a result of such bodily injury, property damage, loss, or death. I am responsible for any time I, or my child or legal ward, shall lose in employment or school or other activity. I hereby for myself, my heirs, administrators and assigns release and discharge the City of Pinellas Park and all of its officers and employees from any and all claims, demands, actions, and causes of action for such injuries or damages sustained to my person, or that of my child or legal ward or my property.

_____ (Initial here)

4. INDEMNITY / LIABILITY RELEASE BY PARENT OR GUARDIAN OF MINOR CHILD OR LEGAL WARD:

I agree to release, indemnify, and hold harmless the City of Pinellas Park and all of its officials and employees from any and all claims, demands, actions, or causes of action brought on behalf of my minor child or legal ward in connection with the activities contemplated herein. Further, I agree not to bring any claim, demand, action, or cause of action against the City of Pinellas Park or any of its officials and employees for personal injuries or damages suffered by said minor child or legal ward in connection with his or her use of the Pinellas Park Equestrian Center.

_____ (Initial here)

CITY OF PINELLAS PARK
Equestrian Center
ACCIDENT WAIVER AND RELEASE OF LIABILITY



5. NOTICE: 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.

BY SIGNING BELOW, I AGREE THAT I HAVE THOROUGHLY READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS RELEASE FORM AND AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

Date_____ Name_____ Signature_____
(Print)

If the equestrian is under 18 years of age, the parents or guardians must execute the following waiver.

PARENT / GUARDIAN WAIVER FOR MINORS

I/we, the undersigned parent(s) and natural guardian(s) or legal guardian(s), do hereby represent that he or she is, in fact, acting in such capacity and agrees to all of the foregoing on behalf of both the minor and the parents or legal guardians.

Date_____ Parent/Legal Guardian_____ Signature_____
(Print)

Date_____ Parent/Legal Guardian_____ Signature_____
(Print)