

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of A&A Equestrian & Alisha McGinnis allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, handler, lessee, owner, agent, coach, official, trainer or volunteer) in a horse show or city approved event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities and Pinellas Park Schooling Show; I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors,, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any equestrian event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

EQUINE ACTIVITY LIABILITY ACT WARNING:

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

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.

History.—s. 91, ch. 93-169.

B. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Equestrian Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any EQUESTRIAN Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any EQUESTRIAN Event.

C. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any A&A Equestrian Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties A&A Equestrian, Alisha McGinnis, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of this Horse Show Event; any charity or other beneficiary which may benefit from the Horse Show Event; the owners, managers, or lessors of any facilities or premises where an A&A Horse Show may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the A&A EQUESTRIAN Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

Participant's Name: _____

Signature: _____ Date: _____

Print Name: _____

Parent/Guardian Signature: _____ Date: _____

Print Parent//Guardian Name: _____ Emergency Contact Phone No _____