



DIASTI STABLES RELEASE OF LIABILITY FOR LESSONS AND SALE HORSES TRIALS

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. Fla. Stat. § 773.04 (2009)

WITNESS THIS AGREEMENT dated _____,

by (Rider) _____,

and between (Trainer): _____ teaching and training
out of the Stable known as **Diasti Stables: 5350 SE 212th Court, Morriston FL 32668.**

In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Owner, Owner's instructors, employees, and agents; Rider, Rider's heirs, assigns and representatives, hereby agree as follows:

1. **INHERENT RISKS & ASSUMPTION OF RISK.** 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 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.
2. Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whims, 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 agrees to abide by and follow Owner's rules and regulations, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Owner.
3. **RELEASE, INDEMNIFY, HOLD HARMLESS & DEFEND.** Rider expressly releases Diasti Stables LLC, its owner, employees or working students from any and all claims, demands, actions, and injury to person and/or property, whatsoever, even if caused by the active or passive negligence of Owner.

3. MINOR CHILD. In the event the Rider is a minor child, the Natural Guardian recognizes and agrees that Owner is a commercial activity provider, as that term is used in Florida, and the Natural Guardian shall further indemnify, defend and hold Owner 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 THE MINOR CHILD'S NATURAL 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 GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM OWNER 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 OWNER HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. FLA. STAT. § 744.301(3) (2010).

4. In the event Rider is using Rider's own horse, or a horse(s) not owned by Owner, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Owner reserves the right to refuse access or use of any horse(s) upon premises that does not appear to Owner to be in good health or is deemed dangerous or undesirable. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose,

substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

5. By entering, I agree to abide by and follow all rules responsible for ANY horse I bring to this event, facility and grounds and will be considered an agent for such horse. I am aware that there is inherent risk and assume all risk associated with participating in such activities. I am aware that it is safer to wear a riding helmet at all times during riding activities and if I do not wear a helmet I am aware I am taking on additional risk of injury. I, or my parents or guardian, agrees to hold harmless, indemnity and defend Diasti Stables LLC, their owners, employees, volunteers, officers and working students against any and all claims, demands, cause of action, damages, judgments, orders, cost or expense, including attorney's fees which may in any way arise from or being any way connected with my use of the area, stable, property, training, lessons or trial of horses and sale horses.

Diasti Stables requires all riders to wear ASTM/SEI Certified helmets for safety, especially for a minor while riding on property.

*If you choose not to wear a helmet as an adult you do so at your own risk and Diasti Stables assumes no liability even in the event of negligence by staff, owners, other trainers, riders, equipment, vehicles, animals, or natural occurrence.

Adult Riders Signature:_____Date:_____

Guardian Signature of minor:_____Date:_____

Emergency Contact:_____Phone:_____