



## Inherent Risks of Equine Activities and Release from Liability

Participant Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Important Medical information: \_\_\_\_\_

### CONSENT PLAN

In the event that emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the premises operated by (H.A.L.T.) Horse Assisted Learning and Therapy Inc., I authorize Ashley Colwell, M.S., CCC-SLP and/or personnel to:

1. Secure and retain medical treatment and transportation if needed.
2. Provide such medical assistance as they determine to be necessary.
3. Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

This authorization includes radiographs, surgery, hospitalization, medication (including anesthetic) and any treatment procedure deemed necessary, advisable and/or "lifesaving" by the physician. This provision will only be invoked if the person below is unable to be reached.

☐ I do give consent to emergency medical treatment as outlined above.

Participant Signature: \_\_\_\_\_

OR

### Non-Consent Plan

I do not give my consent for emergency medical treatment/aid to be administered in the case of illness or injury during the process of receiving services or while being on the property of the agency.

I agree to the following if I do not give medical consent:

- A parent or legal guardian will remain on site at all times during equine assisted activities and therapies.
- In the event emergency treatment/aid is required, I will provide instructions in writing to HALT as what to do in case of a medical emergency.

☐ I do NOT consent any emergency medical treatment & will provide written instructions to this facility.

Participant Signature: \_\_\_\_\_

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### Photo Release

I give permission to Horse Assisted Learning & Therapy Inc. (H.A.L.T.) to take still and moving photographs and films including television pictures of myself, my daughter and/ or son. I consent and authorize H.A.L.T. to the use and reproduction of the photographs, films, and pictures to circulate and publicize the same by all means including without limit, the generality of the foregoing newspapers, television media, brochures, pamphlets, instructional materials, books, and clinical material. I waive any right to royalties or other compensation arising or related to the use of my image or recording. By choosing consent options below, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against Horse Assisted Learning & Therapy Inc. and the use of photographs, films, and pictures for the primary purpose of promoting Horse Assisted Learning & Therapy (H.A.L.T.).

#### Required Consent Option:

**Do you consent to the promotional photo release while participating in activities at H.A.L.T.?\***

- ☐ Yes, I consent.
- ☐ No, I do NOT consent.
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## 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 \_\_\_\_\_ (Person Signing) on his/her own behalf OR as the parent or guardian of \_\_\_\_\_ (Participant) to Horse Assisted Learning & Therapy, HALT, 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 Palm Beach 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.

**Please Initial:\*** \_\_\_\_\_

773.06 Helmet requirements; penalties.

773.01 Definitions.—As used in ss. 773.01-773.05:

(1) “Engages in an equine activity” means riding, training, assisting in veterinary treatment of, driving, or being a passenger upon an equine, whether mounted or unmounted, visiting or touring or utilizing an equine facility as part of an organized event or activity, or any person assisting a participant or show management. The term “engages in an equine activity” does not include being a spectator at an equine activity, except in cases where a spectator places himself or herself in an unauthorized area.

(2) “Equine” means a horse, pony, mule, or donkey.

(3) “Equine activity” means:

(a) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and

any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three- day events, combined training, rodeos, riding, driving, pulling, cutting, polo, steeplechasing, English and western performance riding, endurance trail riding, gymkhana games, and hunting.

(b) Equine training or teaching activities or both.

(c) Boarding, including normal daily care of an equine.

(d) Riding, inspecting, or evaluating an equine belonging to another by a purchaser or an agent, whether or not the owner has received monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser to ride, inspect, or evaluate it.

(e) Rides, trips, hunts, or other equine activities of any type, no matter how informal or impromptu, that are sponsored by an equine activity sponsor.

(f) (g) (4)

Placing or replacing horseshoes or hoof trimming on an equine. Providing or assisting in veterinary treatment.

“Equine activity sponsor” means an individual, group, club, partnership, or corporation, whether or not the

sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities

for an equine activity, including, but not limited to: pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college-sponsored classes, programs, and activities, therapeutic riding programs, stable and farm owners and operators, instructors, and promoters of equine facilities, including, but not limited to, farms, stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.

(5) “Equine professional” means a person engaged for compensation: [www.leg.state.fl.us/statutes/index.cfm?](http://www.leg.state.fl.us/statutes/index.cfm?)

(a) In instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine;

(b) In renting equipment or tack to a participant;

(c) To provide daily care of horses boarded at an equine facility; or

(d) To train an equine.

(6) “Inherent risks of equine activities” means those dangers or conditions which are an integral part of equine activities, including, but not limited to:

(a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them.

(b) The unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.

(c) Certain hazards such as surface and subsurface conditions.

(d) Collisions with other equines or objects.

(e) 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.

(7) “Participant” means any person, whether amateur or professional, who engages in or any equine that participates in an equine activity, whether or not a fee is paid to participate in the equine activity. History.—s. 88, ch. 93-169; s. 1182, ch. 97-102; s. 29, ch. 2000-354.

773.02 General provisions.—Except as provided in s. 773.03, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in s.

773.03, no participant nor any participant’s representative shall have any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities. History.—s. 89, ch. 93-169; s. 93, ch. 99-3.

773.03 Limitation on liability for equine activity; exceptions.—

(1) This section applies to the horse racing industry as defined in chapter 550.

(2) Nothing in s. 773.02 shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person if the equine activity sponsor, equine professional, or person:

(a) Provided the equipment or tack, and knew or should have known that the equipment or tack was faulty, and it was so faulty as to be totally or partially responsible for the injury;

(b) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, or to determine the ability of the participant to safely manage the particular equine based on the participant’s representation of his or her ability;

(c) Owns, leases, rents, has authorized use of, or is otherwise in lawful possession and control of the land or facilities upon which the participant was injured, and the injury was due totally or in part, to a dangerous latent condition which was known to the equine activity sponsor, equine professional, or person and failed to post warning signs;

(d) Commits an act or omission that a reasonably prudent person would not have done or omitted under the same or similar circumstances or that constitutes willful or wanton disregard for the safety of the participant, which act or omission was a proximate cause of the injury; or

(e) Intentionally injures the participant.

History.—s. 90, ch. 93-169; s. 1183, ch. 97-102; s. 30, ch. 2000-354.

773.04 Posting and notification.—

(1) Every equine activity sponsor and equine professional shall:

(a) Post and maintain one or more signs which contain the warning notice specified in subsection

(2). These signs shall be placed in a clearly visible location near to where the equine activity begins.

The warning notice specified in subsection (2) shall appear on the sign in black letters, with each letter to be a minimum of 1 inch in height, with sufficient color contrast to be clearly distinguishable.

(b) Give the participant a written document which the participant shall sign with the warning notice specified in subsection (2) clearly printed on it. Said written document may be used in lieu of posting the warning on the site of the equine activity sponsor's or equine professional's facility, and shall be given to any participant in an equine event not on the location of the equine activity sponsor's or equine professional's facility.

(2) The signs and document described in subsection (1) shall contain the following warning notice: 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.

History.—s. 91, ch. 93-169.

Nothing in ss. 773.01-773.05 shall be construed to limit in any way the limitation of liability granted to private citizens who allow the public to use their land for recreational purposes, as provided in s.

375.251. History.—s. 92, ch. 93-169; s. 94, ch. 99-3.

- (1) As used in this section, the term "equine" has the same meaning as provided in s. 773.01.
- (2) A child who is younger than 16 years of age must wear a helmet that meets the current applicable
  - (a) A public roadway or right-of-way;
  - (b) A public equestrian trail, public recreational trail, public park or preserve, or public-school site; or
  - (c) Any other publicly owned or controlled property.

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 an equine upon:

- (3) A trainer, instructor, supervisor, or other person may not knowingly rent or lease an equine to be ridden by a child younger than 16 years of age unless the child possesses a helmet meeting the requirements of this section or the trainer, instructor, supervisor, or other person renting or leasing the equine supplies the child with a helmet meeting the standards of this section.
- (4) A parent or guardian of a child younger than 16 years of age may not authorize or knowingly permit the child to violate this section.
- (5) A person who violates subsection (3) or subsection (4) commits a noncriminal violation, punishable as provided in s. 775.083. (6) This section does not apply to a child younger than 16 years of age who is riding an equine when the child is:
  - (a) Practicing for, riding to or from, or competing or performing in shows or events, including, but not limited to, rodeos and parades, where helmets are not historically a part of the show or event;
  - (b) Riding on privately owned land even if the land is occasionally separated by a public road or right-of-way that must be crossed; or
  - (c) Engaged in an agricultural practice or pursuit. History.—s. 3, ch. 2009-105.

**Please Initial:\*** \_\_\_\_\_

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**Please Choose One of The Following Consent Plans Then Check and Sign:**

### **CONSENT PLAN**

In the event that emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the premises operated by (H.A.L.T.) Horse Assisted Learning and Therapy Inc., I authorize Ashley Colwell, M.S., CCC-SLP and/or personnel to:

4. Secure and retain medical treatment and transportation if needed.
5. Provide such medical assistance as they determine to be necessary.
6. Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

This authorization includes radiographs, surgery, hospitalization, medication (including anesthetic) and any treatment procedure deemed necessary, advisable and/or "lifesaving" by the physician. This provision will only be invoked if the person below is unable to be reached.

☐ **I do give consent to emergency medical treatment as outlined above.**

Participant Signature: \_\_\_\_\_

OR

### NON-CONSENT PLAN

I do not give my consent for emergency medical treatment/aid to be administered in the case of illness or injury during the process of receiving services or while being on the property of the agency.

I agree to the following if I do not give medical consent:

- A parent or legal guardian will remain on site at all times during equine assisted activities and therapies.
- In the event emergency treatment/aid is required, I will provide instructions in writing to HALT as what to do in case of a medical emergency.

☐ I do NOT consent any emergency medical treatment & will provide written instructions to this facility.

Participant Signature: \_\_\_\_\_

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### Photo Release

I give permission to Horse Assisted Learning & Therapy Inc. (H.A.L.T.) to take still and moving photographs and films including television pictures of myself, my daughter and/ or son. I consent and authorize H.A.L.T. to the use and reproduction of the photographs, films, and pictures to circulate and publicize the same by all means including without limit, the generality of the foregoing newspapers, television media, brochures, pamphlets, instructional materials, books, and clinical material. I waive any right to royalties or other compensation arising or related to the use of my image or recording. By choosing consent options below, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against Horse Assisted Learning & Therapy Inc. and the use of photographs, films, and pictures for the primary purpose of promoting Horse Assisted Learning & Therapy (H.A.L.T.).

### Required Consent Option:

Do you consent to the promotional photo release while participating in activities at H.A.L.T.?\*

☐ Yes, I consent.

☐ No, I do NOT consent.

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### 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. I also acknowledge that these are just some of the risks and agree to assume others not mentioned above.

Participant Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Participant/ Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

