

## **Liability Release and Indemnification Agreement**

Old Wire Holdings, LLC Old Wire Stables 160 SW Brahman Glen Ft. White, Florida 32038 oldwirestables@gmail.com (396) 984-0067

## **WARNING**

Under Florida law (Title XLV, Chapter 773), 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. \_\_\_\_\_ have read the above warning and acknowledge my understanding and agree to hold harmless, discharge, not sue, and release Old Wire Holdings, LLC (DBA: Old Wire Stables), Charles Bryan, or other persons associated with stable located at 160 SW Brahman Glen Ft. White, Florida 32038, from liability for any and all bodily injuries or damages that I may sustain when on or near Stable's premises, whether riding, handling or near horses, or other farm animals, causes in whole or in part by the ordinary negligence of Stable, its agents, employees, and/or assistants. The term "damages" means medical expenses; expenses incurred because of bodily injury or property damages, and/or personal property damages. Further, I agree to release, discharge and hold harmless Old Wire Holdings, LLC (DBA: Old Wire Stables), Charles Bryan, or other persons living at or associated with stable located at 160 SW Brahman Glen Ft. White, Florida 32038 from all claims, demands, actions, omissions, rights of action, or causes of action (present or future), liabilities or obligations whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my Injuries or damages that may be sustained, or property damage, except if the injury or damage was caused by Stable's gross negligence or wanton and willful misconduct. \_\_\_\_\_ also agree to hold harmless and release Old Wire Stables, Charles Bryan, or other persons living at 160 SW Brahman Glen Ft. White, Florida 32038 or associated with stable for any loss thereof, damage to, or theft of my equipment or personal belongings while at the Stable's facility. **ACTIVITY RISK CLASSIFICATIONS:** I understand horseback riding is classified as a rugged adventure recreational activity, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries on other activities. I/WE further understand that applicant/s may have mounted or ground lessons that may encounter one or more of the following but not limited to: woods, rough terrain, hills, water, jumps, traffic, wild animals, and other horses. Initial **NATURE OF STABLE HORSES:** I understand the instructor follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are 5 to 10 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground, it will generally be at a distance of from 3.5 to 5.5 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where a much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own and each has a limited understanding of each other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; changing directions or speed at will; shifting its weight; rearing; bucking; kicking; biting; or running from danger. Initial Rider: \_\_\_ (print name) (signature) Parent/Guardian: \_\_\_\_ \_\_Date: \_\_\_\_\_ (If under 18) (print name) (signature) Phone # Email: Old Wire Stables Representative: \_\_\_ Date: \_

(signature)



## PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

I recognize the dangers inherent in riding horses. I realize that I am subject to injury from this activity and that no form of preplanning can remove all of the danger to which I am exposing myself. I, for myself, have been fully warned and advised by an Old Wire Stables Representative, that I SHOULD WEAR A PROPERLY FITTED "ASTM/SEI" (equestrian standard) HELMET while riding horses in order to reduce some or all of my head injuries that can result in-depth or permanent brain damage as the result of a fall or any other occurrence associated with this hazardous activity to which I am exposing myself purely voluntarily.

I fully acknowledge and understand this warning, and I accept all risks associated with refusing to wear a properly fitted and approved helmet.

Client must write on this line - "I have read, understood and accept the helmet waiver."	
I CERTIFY THAT I AM OVER THE AGE OF 18 (EIGHTEEN) YEARS	Initials
PRINT NAME:	
SIGNATURE:	
DATE OF BIRTH:	
TODAY'S DATE:	

ALL RIDERS UNDER THE AGE OF 18 YEARS MUST WEAR A HELMET!

NO EXCEPTIONS!!!