

# HORSE RENTAL, EQUESTRIAN, GUIDE & SERVICES AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT

[FOR FAMILIES OF ADULTS AND THEIR LEGAL MINOR AGE CHILDREN AND / OR LEGAL WARDS]

Deep Creek Stables, hereafter known as "THIS STABLE"

2270 South County Road 3 Pierson Florida 32180

## READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE** I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/ or guide and outfitter services provided by THIS STABLE.

Participant #1 NAME: \_\_\_\_\_ . DATE OF BIRTH: \_\_\_\_\_ . HEIGHT: \_\_\_\_\_ . WEIGHT: \_\_\_\_\_ .  
HORSE RIDING EXPERIENCE: \_\_\_\_\_ .

Please check box if rider is **UNDER 18**

-Does participant have any physical or mental condition(s) that may affect his/her ability to ride a horse?

**YES NO (circle one)**

-if you circled "YES", how can we help this participant with his/her special needs?

**-MEDICAL INSURANCE** I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses. **My Medical Insurance:** \_\_\_\_\_ . Policy # \_\_\_\_\_ .

Participant #2 NAME: \_\_\_\_\_ . DATE OF BIRTH: \_\_\_\_\_ . HEIGHT: \_\_\_\_\_ . WEIGHT: \_\_\_\_\_ .  
HORSE RIDING EXPERIENCE: \_\_\_\_\_ .

Please check box if rider is **UNDER 18**

-Does participant have any physical or mental condition(s) that may affect his/her ability to ride a horse?

**YES NO (circle one)**

-if you circled "YES", how can we help this participant with his/her special needs?

**-MEDICAL INSURANCE** I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses. **My Medical Insurance:** \_\_\_\_\_ . Policy # \_\_\_\_\_ .

Participant #3 NAME: \_\_\_\_\_ . DATE OF BIRTH: \_\_\_\_\_ . HEIGHT: \_\_\_\_\_ . WEIGHT: \_\_\_\_\_ .  
HORSE RIDING EXPERIENCE: \_\_\_\_\_ .

Please check box if rider is **UNDER 18**

-Does participant have any physical or mental condition(s) that may affect his/her ability to ride a horse?

**YES NO (circle one)**

-if you circled "YES", how can we help this participant with his/her special needs?

**-MEDICAL INSURANCE** I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses. **My Medical Insurance:** \_\_\_\_\_ . Policy # \_\_\_\_\_ .

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After carefully reading the following sections, **ALL RIDERS** must write their **INITIALS** in correspondence to each individual section.

- B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me the registered participant, and or legal guardians thereof if a minor, my heirs, assigns, including all minor children, an personal representatives; and it shall be interpreted according to the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE,S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from its associates and or when I ride and/or am near horses on or off THIS STABLE'S property. Any disputes by the participant shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement intended to as broad and inclusive as the law permits. If any clause, phrase, or word conflicts with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I," "WE","MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.
- C. INHERENT RISKS/ ASSUMPTION OF RISKS I ACKNOWLEDGE THAT:** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (mean integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or failing to act within the ability of the participant. Horses are 5-15 times larger 20-40 times more powerful, and 3-4 times faster than a human. If a rider falls from the horse to the ground it will be a general distance from about 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking: Rearing; kicking; Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.
- D. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I/WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I/WE ACKNOWLEDGE THAT the meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and/or wild and/or rugged and/or uncultivated area or region, as of forest and/or hills and /or mountains and or plains and/or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I/WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and also and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wildland which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The participant and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage, and presence upon THIS STABLES premises.
- E. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING:** I/WE AKNOWLEDGE THAT: When approaching, mounting, and riding horses, I must not carry items that may fall or blow away or flap in the wind or bounce or, make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, and purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.
- F. SADDLE GIRTH LOOSENING WARNING:** I/WE ACKNOWLEDGE THAT: Saddle girths (fastener strap around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of ant girth looseness, so action can be taken to avoid saddle slippage and the potential for the rider to fall off the horse.
- G. PROTECTIVE HEADGEAR/ HELMET WARNING AND OFFERINGS:** I/WE AGREE THAT: I for myself and on the behalf of my child and /or legal ward have been fully warned and advised by THIS STABLE that protective headgear/ helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANFARD F 1163 Equestrian Helmet, should be worn while riding, handling, and/or being near horses, and I understand that wearing of such headgear helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I/WE ACKNOWLEDGE THAT: THIS STABLE has offered me, and my child and/or legal ward if applicable, protective headgear/ helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I/WE ACKNOWLEDGE THAT: Once provided, if I choose to wear the protective headgear/ helmet offered that i/WE will be responsible for properly securing the headgear/ helmet on the participants head at all times. I am not relying on THIS STABLE and/or its associates to check any headgear/ helmet or headgear/ helmet strap that I may wear, or to monitor my compliance with this suggestion at ant time now or in the future.

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H. **THIS STABLE'S PROTECTIVE HEADGEAR/ HELMET POLICY** I understand and agree that THIS STABLE requires riders to wear ASTM Standard F 1163 Protective headgear/ helmet according to the following requirements.

<u>Rider Age</u>	<u>Protective Headgear/ Helmet Requirement</u>
<b>5years and younger</b>	For their safety children 5years and younger MAY NOT participate as a rider in a horse rental and trail riding equestrian services.
<b>6years-16years</b>	Must wear protective headgear/ helmet.
<b>17years and older</b>	Must choose to wear or not wear protective headgear/ helmet

I. **PROTECTIVE HEADGEAR/ HELMET ACCEPTANCE OR REFUSAL SECTION FOR RIDERS 17 YEARS AND OLDER**

**\*PLEASE CHECK BOX & INITIAL YOUR CHOICE\***

**PROTECTIVE HEADGEAR/ HELMET ACCEPTANCE:** I/ WE request for registered participant 17 years and older to wear protective headgear/ helmet which THIS STABLE provides and will be solely responsible for securing the headgear/ helmet on the participants head.

**PROTECTIVE HEADGEAR/ HELEMT REFUSAL:** I/ WE refuse for registered participants 17 years and older to wear any type of protective headgear/ helmet and/or will provide MY/OUR own. I/ WE assume full responsibility for MY/ OUR safety in this decision.

J. **LIABILITY RELEASE:** I AGREE THAT: in consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I for myself and on the behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises, and trails affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability; whether the same be known or unknown, anticipated or unanticipated, due to gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and/or ITS ASSOCIATE'S as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLES premises.

K. **EQUINE ACTIVITY ACT [EALA] WARNING OR LANGUAGE:** [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV and WI.] I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein, **INSTRUCTION TO SIGNERS:** DO NOT SIGN UNLESS COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THOS AGREEMENT.

L. **WARNING:** UNDER FLORIDA LAW, AN EQUINE SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. FLORIDA STAT. 773.01, 773.02, 773.03, 773.04, 773.05, 773.06

**Parents or Legal Guardians and each Participant (age 12 or older) must sign below after reading and completing this entire document.**

## SIGNER STATEMENT OF AWARENESS

I/ WE, THE UNDERSIGNED, REPRESENT THAT I/ WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, I/ WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/ WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/ WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE SOUND OF MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCHOL, DRUGS OR INTOXICANTS.

(#1) \_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_ DATE

(#2) \_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_ DATE

(#3) \_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_ DATE

ADRESS IN FULL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

