

## Assumption of Risk and Release Agreement

**I KNOW THAT HORSES AND HORSEBACK RIDING ARE DANGEROUS. I KNOWINGLY AND WILLINGLY ASSUME ALL RISKS OF INJURY, DAMAGE, LIABILITY AND LOSS TO ME ARISING OUT OF OR IN ANY WAY RELATED TO MY INVOLVEMENT WITH HORSES OR HORSEBACK RIDING, AND FOR GOOD AND VALUABLE CONSIDERATION I RELEASE SARAH SIMMONS, SS DRESSAGE, LLC, AND JUST US PROPERTIES, LLC FROM ANY AND ALL LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER (INCLUDING LIABILITIES DUE TO MISFEASANCE, MALFEASANCE OR NEGLIGENCE) RELATED TO OR ARISING OUT OF MY INVOLVEMENT WITH HORSES OR HORSEBACK RIDING.**

More particularly, in consideration of my acceptance by Sarah Simmons, SS Dressage, LLC, Just Us Properties, LLC, or by any of their agents, employees or independent contractors (all of the foregoing being collectively, the "Releasees"), as a participant in equestrian activities engaged in by any of the Releasees, which for purposes hereof shall include, without limitation, riding lessons and coaching, and the boarding, riding, training, buying and selling of horses, **I, the undersigned, intending to be legally bound, do hereby, for myself and for my spouse, family members, heirs, executors, administrators and assigns and for all other persons and entities entitled to assert any rights by, through or under me** (all of the foregoing being collectively, the "Releasers"):

1. Attest and acknowledge that I am fully aware of the considerable risks and hazards (including without limitation the risk of loss of life or limb), many of which are unpredictable and inherent in equestrian activities, and I knowingly and willingly assume all risks and hazards that may occur to me, to my property (including without limitation, horses owned by me), to any Releaser's property, or to the person or property of others as a result of or incident to my or my horses' participation in equestrian activities conducted by Releasees or on the property whether rented or owned, of any of the Releasees or elsewhere, **whether or not due to the negligence of any of the Releasees.**
2. I further fully and forever remise, release, acquit and discharge Releasees and their heirs, executors, administrators and assigns of and from any and all manner of claims, demands, actions, suits, causes of action, obligations, costs, expenses, damages, judgments, losses and liabilities of whatever kind or nature, at law or in equity or otherwise, whether known or unknown, which against any such Releasees I had, may have had, now have or can, shall or may now or in the future have, for or by reason of any matter, cause or thing whatsoever, **whether or not due to the negligence of any of the Releasees,** regarding or relating in any way to my or my horses' participation in

equestrian activities conducted by or on the property (whether rented or owned) of any of the Releasees or elsewhere.

3. I further agree to reimburse, indemnify and hold harmless all Releasees against and in respect of (a) any and all damages, losses, settlement payments, deficiencies, liabilities, costs and expenses suffered, sustained, incurred or required to be paid by any Releasee because of or that result from, relate to or arise out of my or my horses' participation in equestrian activities conducted by or on the property (whether rented or owned) of any of the Releasees or elsewhere, **whether or not due to the negligence of any of the Releasees**, and (b) any and all actions, suits, claims, proceedings, investigations, demands, assessments, audits, fines, judgments, costs and other expenses (including without limitation reasonable legal fees and expenses) incident to any of the foregoing or to the enforcement of this Assumption of Risk and Release Agreement.

This Assumption of Risk and Release Agreement shall (a) not be amended or modified except by a written instrument duly executed by me and acknowledged and accepted in writing by Sarah Simmons individually and on behalf of SS Dressage, LLC, and by Just Us Properties, LLC, and (b) shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida. If any provision of this Assumption of Risk and Release Agreement or the application thereof to any person or circumstance is held invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person or circumstance in any other jurisdiction or to other persons or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions hereof shall be severable.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY REVIEWED AND COMPLETELY UNDERSTAND THIS ASSUMPTION OF RISK AND RELEASE AGREEMENT.**

### **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 risk of equine activities.**

IN WITNESS WHEREOF, I have knowingly and willingly executed this Assumption of Risk and Release Agreement on the date below written.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_

(signature)