

Guide#1: \_\_\_\_\_ Horse: \_\_\_\_\_ Time Left: \_\_\_\_\_ Time Returned: \_\_\_\_\_  
Guide #2: \_\_\_\_\_ Date: \_\_\_\_\_

**PARTICIPANT RELEASE OF LIABILITY  
ASSUMPTION OF RISK AGREEMENT  
\*\*\*Read Before Signing\*\*\***

**P3 Lake Louisa LLC : 7305 US Highway 27, Clermont, FL. 34714**

Participant Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Prov. \_\_\_\_\_ Zip \_\_\_\_\_  
E-Mail: \_\_\_\_\_ **EMERGENCY PHONE:** \_\_\_\_\_

**IMPORTANT NOTICE:**

**BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT P3 LAKE LOUISA LLC INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR P3 LAKE LOUISA LLC AND ITS EMPLOYEES.**

**\*\*\*\*\*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.**

In consideration of being allowed to participate in any way in the program, related events and activities, and use of equipment, I the undersigned, acknowledge, appreciate, and agree that:

1. I KNOWINGLY AND FREELY ASSUME ALL RISKS OF PARTICIPATION, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation. Risks include, but are not limited to: complications from weather or physical exertion; perils and hazards from natural features, plants, animals, insects, wet surfaces, tripping hazards and other man-made or natural features; perils from equipment failure or misuse; delays in receiving medical attention due to remote location; opportunities to become lost and failure to adhere to routes or to posted signs. I acknowledge that swimming or entering the water anywhere other than the designated beach area at Lake Louisa is not allowed.
2. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS P3 Lake Louisa LLC**, its offices, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.
3. I agree to and willingly take full responsibility for the recreational equipment and personal protective gear I am renting from P3 Lake Louisa LLC. If I return the equipment damaged, or fail to return any equipment, I agree to pay the replacement cost of the damaged or missing pieces of equipment.

**Health Statement**

I will notify management or employees of P3 Lake Louisa LLC if I suffer from any medical or health condition that may cause injury to myself, others, or may require emergency care during my participation.

**Please carefully read and initial each paragraph as you approve it.**

1. I have reviewed the Essential Eligibility Criteria, including the BMI Chart, confirm that I am physically, mentally, and emotionally capable of participating, and opt to participate in this activity.

Initial \_\_\_\_\_

2. I am fully aware and fully understand that all horses are unpredictable and dangerous. I realize that placing my children, or myself in, or anywhere near, an environment with horses is creating a hazardous situation. I Recognize the inherent risks involved in riding and working with horses include but are not limited to:
  - Bites, kicks, abrasions or contusions from horses.
  - Being thrown or bucked off by horses.
  - Scratches or other injury from stalls or enclosures.
  - Scratches or other injury from grooming tools and other equine equipment and tack.
  - Allergic reactions to animals, hay, or other allergens.
  - Tripping in holes or on materials or equipment.
  - Slipping, falling, or otherwise being injured on the grounds, which can be slippery, muddy, wet, or contain or present other hazard

Initial \_\_\_\_\_

3. I understand that riding horses, ponies, or mules is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. I am aware that riders must expect to be injured from time to time. According to the NEISS (National Injury Surveillance Systems of United States Consumer Products) Horse activities rank 64<sup>th</sup> among the activities of people relative to injuries that result in a stay at US hospital. Death and severe injuries with lasting residual affects that require hospitalization etc. of people from equestrian accidents is possible, and has the potential to be more serious than injuries associated with other recreation activities.

Initial \_\_\_\_\_

4. I understand that guides or employees cannot prevent serious injury or death from working around, being near to, handling, or riding horses, ponies, and mules. This is due to the NATURE OF RIDING HORSES - No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40

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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 3 to 6 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller and weaker (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger animal with a mind of its own (horse) and each has a limited understanding of the 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; bucking; rearing; kicking; biting; or running from danger

Initial \_\_\_\_\_

5. I understand that jumping horses or ponies is a particularly dangerous activity and that serious injury or death of riders or horses is possible. Although jumping is not a part of my a planned activity, a runaway horse may jump objects in its path.

Initial \_\_\_\_\_

6. P3 Lake Louisa LLC, owners, employees, and associates are NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape

Initial \_\_\_\_\_

7. I am aware that serious injury, or death, to myself and/or my children is possible due to the dangerous nature of horses and equine activities. I release P3 Lake Louisa LLC, its owners, guides, associates, and employees from all liability for damage to my property, injuries or death of my children, my animals, or myself.

Initial \_\_\_\_\_

8. I hereby acknowledge that there will not be an emergency responder on the premises and P3 Lake Louisa LLC and its principals and agents bear no responsibility for my health or medical care, even in an emergency. Understanding this, I hereby give P3 Lake Louisa LLC, its owners, employees, and associates my permission to initiate emergency first aid treatment for my children, my animals, and myself in case of an accident. They also have my permission to authorize emergency medical treatment by qualified medical personnel for my children or myself, and veterinary treatment by qualified veterinary personnel for my animals.

Initial \_\_\_\_\_

9. I understand that upon mounting a horse and taking up the reins, I, the RIDER, am in primary control of the horse. The RIDER'S safety largely depends upon the RIDER'S ability to carry out simple instructions, and RIDER'S ability to remain balanced aboard a moving animal (see EEC requirements). I, the RIDER, am responsible for my own safety.

Initial \_\_\_\_\_

10. I understand that I am required to wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries or death as the result of a fall or other occurrence. P3 Lake Louisa, LLC will provide protective headgear; I understand that once provided I/ My child/ Partner/ Group will be responsible for securing the protective headgear on my/their head at all times.

Initial \_\_\_\_\_

11. I have read the warning at the top of this waiver, and fully understand and accept this warning, along with the other statements I have initialed, prevents me from holding any person associated with my equine experience liable for any injury, including death, that I may sustain during my equine experience.

Initial \_\_\_\_\_

**I HAVE READ PAGE 1 AND PAGE 2 OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

X \_\_\_\_\_  
Participant's Signature Age Date

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)**

*This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.*

X \_\_\_\_\_  
Parent/Guardian Signature Parent Age Date

\_\_\_\_\_  
Parent/Guardian Name Relation to Minor