



## RELEASE AND ASSUMPTION OF RISK AGREEMENT

I agree to the following Release and Assumption of Risk Agreement with SMART with HEART, a Florida nonprofit corporation as a condition for allowing me or my child /legal ward identified below to enter SMART with HEART's premises, surrounding land, and other program locations, be near horses, participate in equine-assisted activities, work near horses, handle horses, use equipment, work with staff and volunteers, and/or receive instruction or guidance while riding, grooming, or handling horses. This is not meant to be a complete list of all activities and will be referred to in this document as "The Activities". IT IS HEREBY AGREED AS FOLLOWS:

1. I have voluntarily requested, for myself or for my child/legal ward identified below, to engage in any or all of The Activities, now and/or in the future.
2. Risks. I understand that anyone engaging in The Activities can suffer bodily injuries, property damage and other injuries including death. Participation in The Activities involves certain inherent risks and, regardless of the care that is taken, it is impossible to ensure the safety of the participant. I understand the risks/dangers inherent in The Activities, and I agree to assume them. I am not relying on SMART with HEART to list all possible risks for me or my child/legal ward.
3. Waiver and Liability Release: As consideration for SMART with HEART allowing me or my child/legal ward to engage in The Activities at any time and at any location, I do hereby voluntarily assume all risks of loss, damage or personal bodily injury including death that may be sustained which may hereinafter occur on account of, or in any way arising from, entry upon the premises or participation in The Activities on or off the premises. I, for my heirs, administrators, personal representatives, or assigns, release and discharge SMART with HEART, and all SMART with HEART employees, assistants, directors, volunteers, instructors, officers, and owners of horses from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present or future).
4. Indemnification: I also understand and agree to indemnify and hold harmless SMART with HEART and persons or entities working on behalf of or affiliated with SMART with HEART against any and all further claims or damages, cost or expenses incurred by SMART with HEART and their employees as a result of an accident, injury or property loss which may occur while I, or my child/legal ward are on or off the premises or engaged in The Activities connected with SMART with HEART which may result from negligence of the undersigned or the negligence of SMART with HEART, employees, volunteers, instructors, agents, third parties or any combination thereof of SMART with HEART. The indemnification shall include reimbursement of SMART with HEART'S attorney fees.
5. ASTM/SEI Headgear is required to be worn by all participants and can be purchased through SMART with HEART. I understand that neither SMART with HEART nor its assistants or agents can guarantee the suitability of any helmet provided.
6. Health and Disabilities: I understand that SMART with HEART always recommends that I seek the



advice of a physician if I or my child/legal ward is injured, and many of The Activities pose special physical risks to the participant. 7. Should I breach this Release (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by SMART with HEART and/or persons directly affiliated with SMART with HEART. It is also mutually agreed that any disputes arising under this Release, or any activities that are undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in or nearest to Manatee County, Florida. I understand that when signed, this Release and Assumption of Risk Agreement is intended to be legal, valid and binding at all times, now and in the future, when SMART with HEART permits me or my child/legal ward to engage in any or all of The Activities either on the SMART with HEART premises or other designated program locations. 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.

NAME OF PARTICIPANT

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SIGNATURE OF PARTICIPANT if 18 or older \_\_\_\_\_

DATE \_\_\_\_\_

I hereby certify that I am authorized to sign this Release and Assumption of Risk Agreement on behalf of the Participant.

SIGNATURE OF PARENT OR LEGAL GUARDIAN \_\_\_\_\_

DATE \_\_\_\_\_

Print name of Parent or Legal Guardian:

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