

**TARAWIN FARM LLC, TARA MARTINEZ**  
**15830 COUNTY ROAD 675**  
**PARRISH, FL 34219**  
**RELEASE OF LIABILITY OWNER/RIDER/HANDLER**

**PLEASE READ CAREFULLY BEFORE SIGNING**  
**THE TRAINER DOES NOT GUARANTEE YOUR SAFETY**

**IT IS HEREBY AGREED TO AS FOLLOWS:**

- A. **DEFINITIONS** – The term "RIDER" or "BUYER" shall herein refer to any person, and the Parents, or legal guardians thereof if a minor, who inspects, handles, rides or intends to mount, or handle any horse on these premises. The terms "HORSE(S)" and "ANIMALS(S)" shall herein refer to all equine species, and also to the specific animals to which this agreement refers. The term 'HORSEBACK RIDING' shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted, the term "TRAINER" refers to TARAWIN TRAINER'S, TRAINER'S agents, employees, representatives, assigns, premises owners, and insurers, and other acting on TRAINER'S behalf, (hereinafter, collectively referred to as "ASSOCIATES", who train, educate or otherwise instruct "RIDERS" on the care, conditioning, schooling, and riding of horses.
- B. **INHERENT RISKS WARNING AND ASSUMPTION OF RISK – 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.** The undersigned acknowledges these are inherent risks associated with equine activities such as described below, and hereby assumes all risks associated with participating in such activities. No horse is a completely safe horse, and there numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Rider agrees to abide by the follow Trainer's rules and regulations which, shall be posted and/or available. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Trainer.

Rider expressly releases Trainer from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Trainer or its representatives, agents, or employees.



- C. RIDER (OR RIDER'S PARENT OR GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND TRAINER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF PRESENCE UPON THE PROPERTY OF TRAINER AND THE FACILITIES LOCATED THEREON. In the event rider is a minor, the parent or guardian shall further indemnify, defend and hold Trainer harmless from any such claims by said minor child, regardless of any statute of limitations or contractual imitation of actions.
- D. RIDING HELMET WARNING – I AGREE THAT: I for myself or for my minor child or legal ward have been fully warned by this TRAINER that all horse handlers ad riders should purchase and wear protective headgear which meets the quality standards of the CERTIFIED Equestrian Helmet, while riding and being near horses and I do understand that the wearing of such headgear 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.
- E. RELEASE OF LIABILITY – In consideration of Trainer undertaking the training/ instruction and incidental services. I, the undersigned, do agree to hold harmless and release the TRAINER, TRAINER'S ASSOCIATES, of all claims, demands, causes of action, damages, judgments, orders, costs of expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Trainer and the facilities located thereon.
- F. AGREEMENT SCOPE AND TERRITORY – This agreement shall be legally binding upon the TRAINER and the RIDER and the RIDER's parents or legal guardians, should RIDER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of the TRAINER and will be interpreted and enforced un the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and venue shall be in the county in which THIS STATE is physically located. If any clause, phrases or word is in conflict with State Law the that single part is null and void.

**I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OR RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.**

Date \_\_\_\_\_

Signature of Rider or Parent/Guardian if minor \_\_\_\_\_

Rider's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Numer \_\_\_\_\_ D.O.B. \_\_\_\_\_

E-mail \_\_\_\_\_