

RELEASE OF LIABILITY OWNER/RIDER

WITNESS THIS AGREEMENT this _____ day of _____, 20__, by and between SRQ PERFORMANCE HORSES, LLC D/B/A TRIPLE J RANCH hereinafter referred to as “STABLE” and the individual or individuals undersigned, _____, hereinafter referred to as RIDER.

As consideration for being allowed to engage in any or all of the activities listed below, now and in the future and at any location, I, the undersigned on behalf of myself and my minor child/ren, if any, agree to assume full responsibility for any and all bodily injuries or damages which I/we may sustain at any time when engaging in these and other activities. The term “damages,” means, for example, medical expenses, expenses and losses incurred because of bodily injuries or property damages, and/or personal property damages. I (for myself and for my heirs, administrators, personal representatives or assigns) release and discharge Stable (including its owners, independent contractors, assigns, employees, agents, members, managers), and all Owners of horses located on premises with Stable, and others acting on their behalf from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether they are known or unknown, anticipated or unanticipated, resulting from or arising out of my or my minor child’s bodily injury or damage that may be sustained or property damage which may occur at any time – now or in the future – as a result of engaging in any or all of the activities at any location.

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 therefrom. Rider agrees to abide by and follow Stable's rules and regulations which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Stable.

Rider expressly releases Stable 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 Stable or its representatives, agents or employees.

PLEASE READ CAREFULLY AND INITIAL EACH LINE

_____ I understand that there are inherent risks while engaged in equine activity. Inherent risks include, but are not limited to:

- a. The natural tendency of an equine to behave in ways that may result in injury, death or loss of limb or brain injury to persons on or around said equines;
- b. The unpredictability of an equine’s reaction to sounds, sudden movements, unfamiliar objects, persons, surrounding energy level or other animals;
- c. That there may be hazards, including but not limited to, surface of subsurface conditions;
- d. The possibility of a collision with another equine, another animal, a person or objects like trees, buildings, fences and any object in the equines reach.
- e. The potential of an equine activity Participant to act in a negligent manner that may contribute to injury, death, or loss to that person or another Participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act

within the ability of the Participant; or the lack of other participants not being able to maintain control over their equines actions.

f. The propensity of equines to behave in ways such as, running, bucking, biting, kicking, 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

_____ I understand that anyone riding, handling, working with, or near an equine can suffer bodily or other injuries. Equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. Equines may also collide with other equines, property, equipment or individuals. I know that equines can do any of these things at any time without warning, regardless of the horse's experience or training level. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to those who are on, near, or around them.

_____ I understand that not all equines associated with SRQ performance horses are owned by SRQ Performance Horses, and that this Agreement is intended to encompass and cover all equine activities on premises and off- premises, regardless of ownership. This Agreement will specifically apply to horses owned and/or not owned by SRQ Performance Horses but used in any lesson, training, boarding, volunteer, or other equine activity and will inure to the benefit of any Owner of said equine.

_____ I acknowledge that a barn, stables, and farm property have normal risks inherent in their design, construction and use that could be the cause of damage to equipment or property, or cause accidental injury, illness, permanent injury or death to myself, my children, my guests, minors, and/or my legal guardians.

_____ I understand that equine activities include the use of certain equipment and include risks such as, but are not limited to: loosening of the saddle, loosening of the saddle cinch straps, loosening of the leather straps and related equipment. I also understand that from time to time part of the riding equipment, including but not limited to the bridle, leather saddle, cinch strap, and stirrups may break. I agree that I am responsible for checking all equipment used on the horse that myself or my minor is using.

_____ I have observed the warning signs posted on premises regarding equine liability.

_____ I understand these risks and dangers that are inherent in equine activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume other risks that are not mentioned above. I am not relying on Stable to list all possible equine-related risks for me in this document or at any other time, now or in the future.

FLORIDA STATUTE 773.04

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 SIGNING THIS WAIVER, I, THE PARENT/GUARDIAN ASSUME THE INHERENT RISKS INVOLVED.

PLEASE READ CAREFULLY

THERE IS A RISK OF BODILY INJURY WHILE PARTICIPATING IN ANY SPORT. I UNDERSTAND THAT A HORSE CAN NEVER BE ENTIRELY PREDICTABLE. I AM AWARE THAT THE SHEER SIZE AND THE WEIGHT OF HORSES MAKES WORKING AROUND THEM A PARTICULARLY RISKY SPORT TO CHOOSE. AS IN ANY SPORT I CHOOSE TO LEARN, I REALIZE THAT IT IS MY RESPONSIBILITY TO LEARN SAFE PRACTICES WITHIN THE SPORT AND FOLLOW THE DIRECTIONS AND HEED CAUTIONS WHENEVER I PARTICIPATE IN THAT SPORT. I AM PREPARED NOW, AND IN THE FUTURE, TO ACCEPT RESPONSIBILITY FOR ALL OF THE RISK OF PERSONAL INJURY OR DEATH THAT IS POSSIBLE AS I LEARN TO HANDLE AND RIDE A HORSE.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER, AGREEMENT, AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF CHAPTER 773 EQUINE ACTIVITIES STATUTE.

I UNDERSTAND THAT I AM WAIVING ALL MY RIGHTS TO A LAWSUIT RESULTING FROM ANY ACT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE ON THE PART OF THE INSTRUCTOR, THE OWNER(S), OR THEIR EMPLOYEES, ALL OWNERS OF HORSES LOCATED ON PREMISES AT STABLE TRUSTEES OR REPRESENTATIVES THAT RESULTS IN MY OWN INJURY OR DEATH.

I AGREE NOT TO BRING A CLAIM OR SUIT FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION ON OR OFF OF THE STABLE PROPERTY; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY STABLE OR THOSE DIRECTLY AFFILIATED WITH STABLE

I ALSO REQUEST THAT MY HEIRS, REPRESENTATIVES AND DEPENDENTS REFRAIN FROM BRINGING FORTH A LAWSUIT ON MY BEHALF, OR FOR THEMSELVES, FOR I CHOOSE TO ASSUME RESPONSIBILITY FOR MY RISK IN THIS SPORT. I AUTHORIZE PROFESSIONAL EMERGENCY MEDICAL TRANSPORTATION FOR THE PURPOSE OF TRANSPORTING ME TO A MEDICAL FACILITY IN THE EVENT OF INJURY.

1. Rider agrees to hold harmless, indemnify and defend Stable against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs

or 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 Stable and the facilities located thereon.

2. In the event Rider is using Rider's own horse, or a horse(s) not owned by Stable, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Stable reserves the right to refuse access or use of any horse upon the premises that does not appear to Stable to be in good health, or is deemed dangerous or undesirable.

3. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

4. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

I HAVE CAREFULLY READ THIS WAIVER, AGREEMENT, AND LIABILITY RELEASE. I UNDERSTAND ALL INFORMATION IN THIS DOCUMENT AND VOLUNTARILY AGREE TO ALL OF ITS TERMS.

Rider Signature

Date

Rider Printed Name

Additional Signatures for Minors:

The undersigned declares that he/she is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Agreement and agrees that all of the terms and conditions will apply to the minor and shall be binding upon the undersigned and the minor.

1. Child's/Legal Minor Name: _____
2. Child's/Legal Minor Name: _____
3. Child's/Legal Minor Name: _____
4. Child's/Legal Minor Name: _____

Parent or Legal Guardian Signature: _____

Date: _____