

HIDDEN MEADOW LLC DBA Hidden Meadow Farms  
8231 S County Road 39 Plant City Florida 33567

RIDING INSTRUCTION, INDEMNIFICATION & LIABILITY RELEASE AGREEMENT  
PLEASE READ CAREFULLY BEFORE SIGNING. DEATH OR SERIOUS INJURY MAY  
RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. HIDDEN MEADOW FARMS DOES  
NOT GUARANTEE YOUR SAFETY.

A. REGISTRATION OF RIDERS AND AGREEMENT OF PURPOSE: In consideration of the payment of a fee and the signing of this agreement, I, the following individual listed as "Student," and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student of Hidden Meadow L.L.C d.b.a. Hidden Meadow Farms and that this student will, today and on all future dates, ride either his/her own horse or a horse provided by Hidden Meadow Farms for instruction purpose.

STUDENT: \_\_\_\_\_ AGE (IF MINOR): \_\_\_\_\_

LEGAL GUARDIAN/PARENT (IF MINOR):  
\_\_\_\_\_

ADDRESS:  
\_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTACT IN CASE OF EMERGENCY (Name, address, phone number)  
\_\_\_\_\_

WEIGHT: Do you weigh more than 240 pounds? (Yes or No) \_\_\_\_\_

LIMITATIONS: Does the student have any physical or mental health problems which may affect his/her ability to participate in any equine activity? (Yes or No) \_\_\_\_\_ if yes, please describe: \_\_\_\_\_

HORSE RIDING EXPERIENCE:

Have you had more than ten (10) hours of experience riding a horse? (Yes or No)

Have you ever received any formal riding instruction? (Yes or No)

If yes, how long ago did you receive the instruction and what was the duration of the instruction?  
\_\_\_\_\_

Have you ever had a bad experience or accident involving a horse? (Yes or No)

If yes, please describe:  
\_\_\_\_\_

Are you nervous or uncomfortable around horses? (Yes or No)

If yes, are you most nervous when on the ground near a horse or when on a horse's back?  
\_\_\_\_\_

Please circle a number below to indicate your comfort level around horses (One (1) is least comfortable and ten (10) is most comfortable).

1 2 3 4 5 6 7 8 9 10

IF YOU ARE NERVOUS OR UNCOMFORTABLE AROUND HORSES, PLEASE INFORM YOUR INSTRUCTOR.

**B. ACTIVITY RISK CLASSIFICATION: I UNDERSTAND THAT:** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEIS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

**C. NATURE OF HORSES: I UNDERSTAND THAT:** No riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from the horse to the ground, it will generally be at a distance of 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where on much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but are not limited to: Stopping short; changing directions or speed at will; shifting its weight; bucking; rearing; kicking, biting, failing to respond to commands, running into objects or running from danger.

**D. STUDENT RIDER RESPONSIBILITY: I UNDERSTAND THAT:** The student rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced and calm both around and aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

**E. CONDITIONS OF NATURE: I UNDERSTAND THAT:** Hidden Meadow Farms is 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, lightning, rain, wind, sound, sudden movement, unfamiliar objects, humans, wild and domestic animals, insects and/or reptiles which may walk, run or fly near, or bite or sting a horse or person; 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.

**F. CONDITIONS OF PREMISES:** In consideration of being permitted to enter for any purposes any restricted are (herein defined as including, but not limited to the arenas, stables, walkways, pens, corrals, fields, training areas, equipment rooms, horse bathing stall, office, classrooms and other areas appurtenant to any area where any activity relating to an equine activity shall take place), or being permitted to participate in any way in any equine activity I/we, for myself and my personal representatives, heirs, distributees, guardians, legal representatives, next of kin and assigns acknowledges, agrees and represents that he/she has, or will immediately on entering any of such restricted areas, and will continuously thereafter inspect such restricted areas and all portion of restricted area or areas and his/her participation, if any, in an equine

activity constitutes an acknowledgement that he/she finds and accepts the area as being safe and reasonable suited for the purposes of its use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise his/her instructor and will immediately leave the restricted area.

G. EQUIPMENT AND TACK: I UNDERSTAND THAT: In consideration of being permitted to use the equipment and/or tack of Hidden Meadow Farms, I/we for myself and my personal representatives, heirs, distributees, guardians, legal representatives, next of kin, and assigns acknowledges, agrees and represent that he/she has, or will immediately prior to using such equipment or tack, and will continuously thereafter inspect such equipment and/or tack, and does further warrant that his/her use of such equipment and/or tack constitutes an acknowledgement that he/she finds and accepts such equipment and/or tack as being safe and reasonable suited for the purposes of its use, and he/she further agrees and warrants that if, at any time, he/she feels any equipment and/or tack are unsafe, he/she will immediately advise his/her instructor and will immediately cease using such equipment and/or tack or will immediately correct the condition which makes the equipment or tack unsafe. For example, saddle girths (saddle fasteners around the horse's belly) may loosen during the ride. If a rider notices this, he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of the saddle and a potential fall from the animal.

H. PROTECTIVE HEADGEAR WARNING: I AGREE THAT: I have been fully warned and advised by Hidden Meadow Farms that I should purchase/borrow and wear protective headgear (equestrian riding helmet), and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses may prevent or reduce the severity of some head injuries and even prevent death from happening as a result of a fall or other occurrence.

I. ACCIDENTAL/MEDICAL INSURANCE: I AGREE THAT: Should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses. My accidental/medical insurance company is

\_\_\_\_\_ and my policy number is

\_\_\_\_\_  
J. LIABILITY RELEASE & INDEMNIFICATION:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to 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 equines 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 participants ability.

Participant acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick,

bite, shy, buck, stumble, bolt, rear or general unpredictability. Participant assumes all risks in connection therewith and expressly waives any claims for any injury or loss arising therefrom. Participant agrees to abide by and follow Manager's rules and regulations which shall be posted and/or available from time to time. Participant further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Participant. Participant assumes all risks therefore and warrants a full and fair disclosure of Participant's abilities has been made to Manager.

Participant expressly releases Manager 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 Manager or its representatives, agents or 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.

2. PARTICIPANT (OR PARTICIPANT'S PARENT OR GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGER 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 PARTICIPANT'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGER AND THE FACILITIES LOCATED THEREON. In the event Participant is a minor, the parent or guardian shall further indemnify, defend and hold Manager harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitation of actions.

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

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

5. Participant 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.

All riders and parents or Legal Guardians must sign below after reading this entire document.

\_\_\_\_\_ SIGNATURE OF STUDENT RIDER

\_\_\_\_\_ DATE

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN  
\_\_\_\_\_  
DATE

HIDDEN MEADOW FARMS Permission Form for Use of Minor's Picture on the Internet (A minor is any person 17 years of age and younger.)

This letter is a request for permission to use photographs of your child on the Hidden Meadow Farms World Wide Web page on the Internet, Face Book, and/or advertising usage. The images are used on the Internet to promote a wide range of activities however; the use of images is strictly controlled to best assure safety and confidentiality. Images displayed on the Internet will be identified by their first name only if names are used.

Please return the form below to indicate that your child's picture may be used on the Internet. This permission will stay in effect until cancelled by the parent or guardian. If you wish to cancel your permission, and have your child's picture(s) removed, please contact the Webmaster at [hiddenmeadowllc@aol.com](mailto:hiddenmeadowllc@aol.com) and the pictures will be removed. Allow 3-5 working days for removal.

Thank you for your cooperation.

HIDDEN MEADOW FARMS Permission Form for Use of Minor's Picture On the Internet  
Name of Minor: \_\_\_\_\_ As the parent or legal guardian, I grant Hidden Meadow Farms permission to use my child's picture on the official Hidden Meadow Farms Web Site on the Internet and in promotional literature. I understand that at any time, I may have my child's picture removed by contacting the Hidden Meadow Farms Webmaster.

\_\_\_\_\_  
Parent or Legal Guardian's Signature

\_\_\_\_\_  
Date Signed