

RELEASE AND WAIVER OF LIABILITY AGREEMENT
(for Adult Participant)

Welcome to Avalon! At Avalon Family Charities, we foster a safe and healthy environment for our clients and guests. Being around horses, ponies, and our other four-legged friends comes with some inherent risk. In compliance with the Florida Statutes, we ask you review and sign this document, but let us know if you have questions.

Please read carefully. This document contains a surrender of certain legal rights.

I, the undersigned, enter into this **Release and Waiver of Liability Agreement** ("Release") hereby releasing Avalon Family Charities, Inc., Avalon Riding Academy Inc., and Pam Roush, and their respective officers, directors, agents, staff, volunteers, employees, suppliers, vendors, licensors, related entities, successors, predecessors, affiliates, subsidiaries, assigns, independent consultants, and third party owners of any equines that are on the premises (individually and collectively, "Releasees") from all claims related to me participating and engaging in equine activities. I agree this Release is effective immediately.

Initial to indicate your understanding of each paragraph below:

_____ **Acknowledgement.** Section 773.04, Florida Statutes, states and I acknowledge:

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 With BAA's edits incorporated and comments removed - comments for client reference.

"Equine Activity" includes having access to and engaging in any riding, training, driving, or caregiving on or around an equine, and all actions and activities associated with Releasees. Equine Activity includes all activities defined in Chapter 773, Florida Statutes, and any other law (individually and collectively, "Equine Activity").

_____ **Equestrian Helmets.** Releasees do not provide equestrian helmets. I understand I am responsible for providing an equestrian helmet for Participant. Releasees' policy requires an adult over the age of 18 years wear a properly fitted and secured ASTM/SEI certified Equestrian Helmet while riding or driving an equine anywhere on the premises unless expressly waived. *By initialing, I expressly acknowledge the risks associated with not wearing such helmet, voluntarily choose not to wear such helmet, and assume any additional associated risk.*

_____ **Assumption of Risk.** I assume all responsibility for my own safety while participating in the Activity and assert that I do not have any physical or mental conditions that would limit or prevent me from participating in the Equine Activity as described above. I understand the Equine Activity may be physically demanding and may require physical exertion by me or subject me to stress, anxiety, and possible hazards, not all of which can be foreseen. If required, I will obtain a medical examination and clearance. I agree to immediately notify Releasees and withdraw from the Equine Activity if my health or physical condition changes. I further understand that participation in the Equine Activity is completely voluntary and may be inherently dangerous, and I assume the risk of any bodily injury, personal injury, illness (including COVID-19 and other communicable diseases), death, property damage, or any other harm that may result from my participation in the Equine Activity.

_____ **Waiver and Release.** I release, forever discharge, indemnify, and hold harmless Releasees from any and all liability, claims, and demands of any kind or nature, which exist now or in the future in

connection with my participation in the Equine Activity. I understand and agree this Release discharges Releasees from any liability or claim that I may have against Releasees with respect to bodily injury, personal injury, illness (including COVID-19 and other communicable diseases), death, property damage, or any other harm that may result from my participation in the Equine Activity, **including harm caused by the negligence of Releasees. I expressly waive any right to a trial by judge or jury I may otherwise have with regard to any claim or liability related to my participation in the Equine Activity.** I expressly agree to pay any financial costs resulting from participation in the Equine Activity, including but not limited to property damage caused by me.

_____ **Medical Treatment.** I consent to my receipt of emergency medical treatment in the event of illness or injury during my participation in the Equine Activity. I release, forever discharge, indemnify, and hold harmless Releasees from any liability or claim whatsoever which arises or may later arise on account of any medical services rendered in connection with an emergency during my participation in the Activity.

Health Insurance Information:

Responsible Party: _____ Phone #: _____

Insurance Company Name: _____

Policy #: _____

Allergies: _____

Medical Restrictions: _____

Medications currently taking: _____

Emergency Contact Information:

Emergency Contact: _____ Emergency Contact Phone #: _____

_____ **Photo and Media Release.** I grant to Releasees all right, title, and interest in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Releasees in connection with the Equine Activity. I understand and agree that I will not receive compensation for any use of such material. I expressly agree that Releasees shall have the right to photograph, publish, republish, adapt, exhibit, reproduce, edit, distribute, display, or otherwise use or reuse my image or likeness in connection with any product or service in all markets, media, or technology, including promotional and advertising material for Releasees.

_____ **Broad Release Intended.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I further agree that in the event any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

_____ **Indemnity.** In consideration of and for the right to participate in the Activity, I expressly agree to indemnify and hold harmless the Releasees from any and all claims, liability, actions, causes of action, debts, claims and demands of any kind or nature, either in law or in equity, which arise now or in connection with my participation in the Equine Activity, including but not limited to bodily injury, illness (including COVID-19 and other communicable diseases), death, or property damage that may result from my participation in the Equine Activity.

This release and waiver contains the entire agreement between the parties to the release and waiver, and the terms of this release and waiver are contractual and not a mere recital.

ACKNOWLEDGEMENT
READ CAREFULLY BEFORE SIGNING

By my signature below, I acknowledge I have read and understand this release and waiver of liability in its entirety and, in consideration for the right of myself to participate in the Equine Activity, I in good faith make the releases and waivers, and assume the responsibilities contained herein which shall be effective and binding upon me, my children, wards, spouse, other family members, heirs, executors, representatives, assigns, and estate. I understand that by signing this release and waiver, I agree to be forever prevented from suing or otherwise making a claim against the Releasees for any property loss or personal injury I may sustain while participating in or preparing for the above-noted Equine Activity. I acknowledge I have had an opportunity to ask questions and consult with an attorney of my choosing, and I freely agree to the terms expressed in return for participation in the Equine Activity.

Participant's Printed Name

Initial to confirm 18+ years old

Participant's Signature

Date