

# RELEASE OF LIABILITY AND ASSUMPTION OF RISK

**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.**

This agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lisa El-Ramey, Oak Hammock Farm Inc, and The Rider Project, hereinafter referred to as Equine Professional and \_\_\_\_\_, hereinafter designated as Participant; and, if Participant is a minor the Participant's parent or legal guardian to wit:\_\_\_\_\_ . The parties do hereby agree as follows:

- 1.The Participant and the Participant's parents and/or guardian acknowledges the above warning concerning the limitation of liability created under Florida law on behalf of Equine Professional or activity sponsor and therefore the Participant agrees to be fully responsible for any injuries and has been advised that said injuries can be protected by insurance.
- 2.The Participant and the Participant's parents and/or guardian acknowledges that there exists "inherent risks of equine activities which Florida law defines as dangers or conditions which are an integral part of equine activities, including, but not limited to: the propensity of equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reactions to such things as sounds, sudden movement, and unfamiliar objects, persons, other animals, certain hazards such as surface and subsurface conditions; conditions with other equines or objects; and/or 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 his or her ability.
- 3.The Participant and the Participant's parents and/or guardian hereby expressly assumes all responsibility for all risks involved in the use of or presence upon the Equine Professional's property and facilities including, but not limited to, injury or death and/or the negligence and/or deliberate acts of other persons.
- 4.The Participant and the Participant's parents and/or guardian agrees to hold the Equine Professional, as well as, the Equine Professional's successors, assigns, affiliates, officers, directors, employees, clinicians, and agents completely harmless from any and all liability whatsoever and agrees specifically not to bring any action or suit against them on account of or in connection with any claims, causes of action, injuries, damages or expenses arising out of Participant's use of or present upon the Equine Professional's property and facilities for any reason whatsoever.
- 5.In addition, the Participant and the Participant's parents and/or guardian agrees to indemnify and hold the Equine Professional harmless from, any and all claims, causes of action, damages, judgements, costs, expenses including, but not limited to, attorney's fees, which in any way arises from the Participant's involvement in or use of the Equine Professional's property and facilities.
- 6.Participant and the Participant's parents and/or guardian agrees to abide by all of the Equine Professional's rules and regulations and specifically acknowledges that they are responsible for using all protective gear and/or apparel that is normally used in equine activities.
- 7.The Participant and the Participant's parents and/or guardian is hereby specifically directed to Florida Statute 773.01-773.05 Florida Statutes for limitations of liability and/or definitions for various terms or phrases utilized in this release.

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\_\_\_\_\_  
Lisa El-Ramey, Oak Hammock Farm, Inc dba The Rider Project

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Participant's Parent and/or Guardian

\_\_\_\_\_  
Date

In Case of Emergency the Equine Professional is hereby directed to contact the following named individual:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Phone Number