



EQUINE ACTIVITY RELEASE AND LESSON AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

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- info@wimerranch.com

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.

Florida Statute §773.04

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS EQUINE ACTIVITY RELEASE AND LESSON AGREEMENT.

1. ASSUMPTION OF RISK

I understand that horseback riding and all equine activities involve inherent risks that cannot be eliminated, including but not limited to the propensity of horses to behave in ways that may result in injury, harm, or death to persons on or around them; collisions with other animals, people, or objects; the unpredictability of a horse's response to sounds, sudden movements, unfamiliar objects, persons, or other animals; uneven terrain; and other hazards associated with barn, arena, trail, and ranch activities. I voluntarily choose to participate in lessons and other equine activities at Wimer Ranch LLC with full knowledge and understanding of these risks.

2. RELEASE AND HOLD HARMLESS

In consideration of being allowed to participate in equine activities, including riding lessons, horse handling, grooming, groundwork, trail riding, and related activities (collectively, "Equine Activities") at Wimer Ranch LLC, I for myself, my heirs, personal representatives, and assigns, hereby release, waive, discharge, and covenant not to sue Wimer Ranch LLC, its members, managers, owners, instructors, trainers, employees, volunteers, independent contractors, agents, representatives, and property owners (collectively, the "Released Parties") from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death that may occur to me or my property, whether caused by the negligence of the Released Parties or otherwise.

3. INDEMNIFICATION

I agree to indemnify, defend, and hold the Released Parties harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including attorney's fees and court costs) arising out of or related to my participation in Equine Activities.

4. MEDICAL AUTHORIZATION

In the event of an accident or illness, I authorize Wimer Ranch LLC, its representatives, or agents to obtain any necessary medical treatment for me. I agree to be financially responsible for all costs associated with such treatment.

5. HELMET POLICY

- Riders **UNDER 18**: ASTM/SEI certified helmets are **REQUIRED** at all times while mounted during riding lessons and any equine activities.
- Riders **18 and OVER**: Helmets are strongly **RECOMMENDED** but not required. I acknowledge that wearing a helmet can reduce the risk of head injury.

6. BARN AND FACILITY RULES

I agree to follow all rules and instructions given by Wimer Ranch LLC instructors and staff. I understand that failure to follow rules may result in removal from the lesson or facility without refund.

RIDER INFORMATION

Rider Name (Printed): _____
Date of Birth: _____ Age: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____
Rider Experience Level: Beginner Intermediate Advanced
Lesson Type: Riding Lesson Groundwork Trail Riding Other _____

PARENT / GUARDIAN (If rider is under 18 years of age)

Parent / Guardian Name (Printed): _____
Relationship to Rider: _____
Phone: _____ Email: _____
Signature of Parent / Guardian: _____
Date: _____

7. MINOR RIDER AUTHORIZATION

If the participant is under 18 years of age, I am the parent or legal guardian and I consent to the minor's participation in Equine Activities. I agree to all terms of this agreement on behalf of the minor and myself.

8. PHOTO & VIDEO RELEASE

I grant Wimer Ranch LLC permission to take photographs and/or video of me or the minor participant during Equine Activities for use in promotional materials, social media, website, advertising, and other marketing purposes.

YES, I give permission NO, I do not give permission

9. CANCELLATION POLICY

A minimum of 24-HOUR NOTICE is required to cancel or reschedule any lesson. Cancellations made with less than 24 hours' notice will be subject to the FULL LESSON CHARGE. No-shows will be charged in full. Wimer Ranch LLC reserves the right to cancel or reschedule lessons due to weather, horse health, or other unforeseen circumstances.

10. ACKNOWLEDGMENT

I have read this entire Equine Activity Release and Lesson Agreement, fully understand its terms, and sign it voluntarily. This agreement shall be governed by the laws of the State of Florida and venue for any dispute shall be in Collier County, Florida.

FLORIDA EQUINE ACTIVITY LIABILITY ACT

Chapter 773, Florida Statutes (the "Act") provides important legal protections for equine activity sponsors and equine professionals. By signing this agreement, you acknowledge that you have been informed of your rights under the Act.

EMERGENCY CONTACT INFORMATION

Emergency Contact Name: _____
Relationship: _____
Phone (Primary): _____
Phone (Secondary): _____

MEDICAL INFORMATION

Physician Name: _____
Physician Phone: _____
Known Allergies (medications, insects, foods, etc.): _____
Medical Conditions / Limitations: _____

SIGNATURE

By signing below, I acknowledge that I have read and understand this Equine Activity Release and Lesson Agreement and agree to be bound by its terms.

Rider Signature: _____ Date: _____

(If rider is under 18, parent/guardian must also sign below.)

Parent / Guardian Signature: _____ Date: _____

Printed Name: _____