

PENSACOLA RIDING CENTER RELEASE OF LIABILITY

“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 and, except as provided in s.773.03, -773.05)

This RELEASE OF LIABILITY is made and entered into on this date _____, by and between Pensacola Riding Center 1911 Mathison Road, Cantonment, Florida hereinafter designated as **EQUINE FACILITY** and _____ and _____ hereinafter designated **PARTICIPANT** and if PARTICIPANT(S) is/are a minor, **PARTICIPANT parent or guardian**, _____.

In return for the use, today and on all future dates, of the property, facilities, and services of EQUINE FACILITY and any group, organization, trainer, or individual associated with EQUINE FACILITY, the PARTICIPANT, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the PARTICIPANT to carry full and complete insurance coverage on his horse, personal property, and himself.
2. PARTICIPANT agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE PARTICIPANT'S USE OF OR PRESENCE UPON EQUINE FACILITY PROPERTY AND FACILITIES including without limitation, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Participant agrees to hold EQUINE FACILITY and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of PARTICIPANT'S use of or presence upon EQUINE FACILITY property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages except if the damages are caused by direct, willful, and wanton negligence by the Equine Facility.
4. PARTICIPANT agrees to waive the protection afforded by any statute or law in any 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 the release.
5. PARTICIPANT agrees to indemnify and defend EQUINE FACILITY against and hold it harmless from any and all claims, causes of actions, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the PARTICIPANT'S use of or presence upon the EQUINE FACILITY property and facilities.
6. PARTICIPANT agrees to abide by all of EQUINE FACILITY rules and regulations.
7. If PARTICIPANT is using his horse, the horse shall be free from infection, contagious, or transmissible disease. EQUINE FACILITY reserves the right to refuse any horse if not in proper health or is deemed dangerous or undesirable.
8. This contract is not-assignable and non-transferable and is made and entered into in the State of Florida and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the EQUINE FACILITY and PARTICIPANT, and PARTICIPANT'S parent or guardian if PARTICIPANT is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

EQUINE FACILITY Representative Signature

_____ and _____ if applicable
PARTICIPANT'S signature

PARTICIPANT'S Parent or Guardian (if Participant is a minor)
