



Acknowledgement of Warning and Assumption of risk and Complete Release

Participant Name: _____ (PRINT)

Parent/Guardian Name: _____ (PRINT)

Warning under Florida law (FLORIDA STATUTES, TITLE XLV TORTS, CHAPTER 773, EQUINE ACTIVITIES), an equine activity sponsor or professional is not liable for any injury to, or the death of a participant in equine activities, resulting in the inherent risk of equine activities.

In consideration of permission to use today and on all future days, the property, equines (horses, ponies, mules, or donkeys), facilities of Bristol Rose Equestrian:

That I am fully aware of the inherent risks of equine activities, including but not limited to the propensity of equines to behave in ways that may result in injury, harm or death to persons on or around them; the unpredictability of an equine reaction to things as sounds, sudden movement, unfamiliar objects, persons or other animals. Certain hazards such as surface, or sub surface, collisions with other equines or objects and the potential of the participant to act in a negligent way 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. I HEREBY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING IN MY PARTICIPATION IN EQUINE ACTIVITIES OR MY USE OF OR PRESENCE UPON THE PROPERTY OR FACILITIES OF **Bristol Rose Equestrian and Equestrian Riding and Boarding (facility), further known as BRE & ERB.** _____ (INITIAL)

To release BRE & ERB and all of its successors, assigns, affiliates, officers, directors, employees, and agents from agreeing not to sue any or all of them on account of or in connection with any claims, cause of action, injuries, damage costs or expenses arising out of my participation in equine activities or my presence upon or use of the facilities or service of BRE & ERB. Whether or not caused by the negligence, or other fault, of BRE & ERB or any property or equipment supplied by BRE & ERB. _____ (initial)

That this release shall be binding upon my heirs, assigns, legal representatives or personal representatives. _____ (initial)

To waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or affects to provide that a general release shall not extend to claims, material, or otherwise, which the person given the release does not know or suspect to exist at the time of the execution of the release. _____ (initial)

That if I ignore this agreement and initiate a claim or suit against BRE & ERB, I will be responsible for all attorney's fees and cost incurred by BRE & ERB. _____ (initial)

I have read and fully understand this agreement. I understand that by making and signing this agreement I surrender valuable rights, including , but not limited to, my right to sue. _____ (initial)

That if the participant under this release is a minor child, I as the parent or guardian of that minor child undertake the obligation of this release on behalf of the minor child in giving my permission and consent for the minor child to participate in equine activities and therefore, do agree to the fullest extent allowable by law on behalf of a minor child confer upon BRE & ERB. All the benefits of this assumption of risk and complete release and due further to indemnify and hold harmless against any claim, demand or suit including all attorneys fees and cost incurred by BRE & ERB whether or not the basis for any claim, demand, or suit is caused in a whole or in a part by the actual or alleged negligence or other fault of BRE & ERB, it's equines, facilities, or service. _____ (initial)

Riding ability of participant: Beginner _____ intermediate _____ experienced _____ (initial)

Is the participant a minor child? _____ Yes _____ No

If participant is a minor child, name of parent or guardian. (Print) _____

Parent/Guardian relationship _____

IF YOU'RE UNDER THE AGE OF 16, YOU MUST WEAR A HELMET.

A riding helmet is recommended safety gear for all participants. I will wear a helmet _____. (initial)

Contact information:

Street address _____

Home phone _____ cell phone _____

Email address _____

Emergency contact other than above listing:

Name _____ Relationship _____ Phone _____

Signature of Participant or guardian _____ Date _____