

DECLARATION OF FITNESS TO RIDE

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during riding activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor / guide / employee of the insured immediately and before moving away from the immediate vicinity.

I have read the above Declarations, understand them, and I agree to be bound by them.

S/ _____
Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

Address of Adult Participant

Contact No#

S/ _____
Signature of Parent or Guardian if Participant is a
Minor, and by their signature, they on my behalf
release all claims that both they and I have

Name of Parent or Guardian (Please Print)

Date

Address of Parent or Guardian

Contact No#

Name of Minor (Please Print)

Date

.....
If you cannot sign the above declaration because of any of the above conditions, you must
notify the Instructor / Guide / Employee of the insured immediately before you mount the horse
or commence any activities.
.....

Attention of the Authorised Insured Only (Counter- Sign upon full and correct completion)

S/ _____
Counter-Signature of Authorised Insured

Name of Authorised Insured (Please Print)

Date

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF AAA EQUESTRIAN, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM AAA EQUESTRIAN, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND AAA EQUESTRIAN, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Equine Warning

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.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Florida, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

(remainder of page intentionally left blank)

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in Equine Riding Instruction and Boarding and other activities (collectively the "Activities") provided by AAA Equestrian, Inc. (the "Host"), the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that he/she has or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training. As used herein, the term "Equipment" shall include equine animals;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant understands that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant specifically understands that he/she is releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Activities, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Activities is voluntary and further understands that he/she has the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant understands that he/she is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant observes any unusual hazard or condition, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

**ASSUMPTION OF RISK, RELEASE OF LIABILITY & WAIVER OF CLAIMS AGREEMENT FOR
MINOR PARTICIPANT**

In consideration of being allowed to use the facilities and participate in Equine Riding Instruction and Boarding and other activities (collectively the "Activities") provided by AAA Equestrian, Inc. (the "Host"), the Participant, and the Participant's parent(s) or natural guardian(s) do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host, its owners, affiliates, employees, and/or agents arising out of the inherent risks of participating in the Activities and/or use of the Host's equipment ("Equipment"). As used herein, the term, "Equipment" shall include equine animals;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT;** and
- c) **TO RELEASE** the Host, its owners, affiliates, employees, and/or agents, from all liability for any loss, damage, injury, or expense forming the basis for a claim and/or cause of action that the Participant [or his/her parent(s) or natural guardian(s)] may suffer, arising out of the inherent risks of participation in the Activities and/or use of the Equipment.

Personal Responsibility

The Participant's parent(s) or natural guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities or using the Equipment and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Activities, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant's participation in the Activities and use of the Equipment is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities and/or using the Equipment, the Participant or his/her parent(s) or natural guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or natural guardian(s) will remove Participant from participation in the Activities and/or use of the Equipment and immediately bring said hazard or condition to the attention of the Host.

I, _____ (parent/natural guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Activities and using the Equipment can be reduced by following the rules and through the use of *common sense* and *good judgment*.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Participant's Signature: _____ Date: _____

Parent/Natural Guardian Name (Printed): _____ Date: _____

Parent/Natural Guardian Signature: _____ Date: _____