

**MOORE'S HAPPY ACRES, LLC AKA HAR**

**HAPPY TRAILS LIABILITY RELEASE FORM**

DATE \_\_\_\_\_

**PLEASE READ CAREFULLY BEFORE SIGNING**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN HORSE ACTIVITY OR ANY OTHER ACTIVITY OF ANY KIND ON THIS PROPERTY. NEITHER MOORES HAPPY ACRES LLC OR JAMES B MOORE GUARANTEE YOUR SAFETY. ALL FUTURE REFERENCES TO MOORES HAPPY ACRES LLC OR JAMES B MOORE WILL BE CALLED OWNER.**

IN CONSIDERATION OF THE PAYMENT AND FEE AND THE SIGNING OF THIS AGREEMENT, THE FOLLOWING LISTED INDIVIDUAL, AND THE PARENT/LEGAL GUARDIAN(S) THEREOF IF A MINOR, DO HEREBY AGREE TO RENT THE COTTAGE KNOWN AS **HAPPY TRAILS** FROM THE OWNER FOR THE PURPOSE RESIDING FROM \_\_\_\_\_ TO \_\_\_\_\_ AT \_\_\_\_\_ PER DAY, OR A 3 DAY WEEKEDD \_\_\_\_\_ OR WEEK \_\_\_\_\_ OR MONTH \_\_\_\_\_ CLEANING FEE \_\_\_\_\_

STALL RENT IF NEEDED IS \_\_\_\_\_ PER DAY FOR STALL ONLY.  
\$ \_\_\_\_\_ FOR FEED & HAY AS WELL AS STALL.

- NAME \_\_\_\_\_ AGE \_\_\_\_\_ if under 21\_
- NAME \_\_\_\_\_ AGE \_\_\_\_\_ ”
- NAME \_\_\_\_\_ AGE \_\_\_\_\_ ”
- NAME \_\_\_\_\_ AGE \_\_\_\_\_ ”
- NAME \_\_\_\_\_ AGE \_\_\_\_\_ ”
- NAME \_\_\_\_\_ AGE \_\_\_\_\_ ”

\*\*Does this guest have any disabilities and/or special needs, which may affect his/her safety and ability to get around the property, of which we should be aware? **Yes or No** If yes please specify.

**PLEASE INITIAL EVERY PAGE AFTER READING:**

**Agreement scope and territory and definitions:** This agreement shall be legally binding upon HAR and the guest, and the parents/legal guardians of a minor, heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State of Florida. Any dispute by the guest shall be litigated in a venue in Marion County, Florida. If any clause, phrase, or word is in conflict with Florida state law, then the rest of this agreement will continue to be in force.

**Activity Risks Classification:** I understand that Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such an area where horses (farm animals) are located. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64<sup>th</sup> among the activities of people relative to injuries that result in a stay at U. S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/We further understand that applicant may be participating in a “WILDERNESS EXPERIENCE” and that the meaning of this term is defined as follows: **THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED AND UNCULTIVATED AREA OF REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO , MAMMALS, REPTILES AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.**

**GUEST RESPONSIBILITY** I understand that upon moving around the property I may come in contact with horses and other farm animals. The owner is not and can not be responsible for guest who enter the pasture or barn area where horses live. **DO NOT GET NEAR HORSES OR OTHER FARM ANIMALS WITH OUT A OWNER’S REPERSENTIVE PRESENT. DO NOT FEED THE OWNER’S HORSES OR FARM ANIMALS.** I the guest agree that a guest shall be responsible for his/her own safety. Also the guest is responsible for an unborn child, if the guest is pregnant. **The owner advises pregnant women not to ride horses, or get any where near farm animals unless permission is given by her physician.**

**CONDITIONS OF NATURE** We understand that the owner is **NOT** responsible for total or partial acts, occurrences, or elements of nature that can scare farm animals, cause them to react in some other unsafe way. **SOME EXAMPLES ARE: thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk , run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather.**

**ACCIDENT/MEDICAL INSURANCE** I agree that should emergency medical treatment be required, I and/or any of my family/ or party will be financially responsible for accident/medical insurance. Also I will be responsible and shall pay for all such incurred expenses myself.

**LIABILITY RELEASE** I agree that in consideration of the owner allowing my residing at **Happy Trails** , under the terms set forth herein, that for myself and my party (anyone staying with you) , and/or legal ward, heirs, administrator, personal representatives or assigns, do agree to hold harmless, release, and discharge the owners, agents, employees, representatives, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf of and from all claims, demands, causes of action and liability, whether the same be known or unknown, anticipated or unanticipated, due to the owner and/or its employees ordinary negligence; and I do further agree that except in the event of the owners gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of this Ranch (aka, HAPPY ACRES RANCH) , to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of the owner.

**SECURITY DEPOSIT:** Guest agree to place a deposit of \$ \_\_\_\_\_ for damage with the owner.

**ASSIGNMENT/SUBLEASE :**

Guest shall not assign the Lease, or sublet the premises or any part thereof, or permit the premises or any part thereof, to be used or occupied by anyone other than the guest or members of guest immediate family, without the prior consent of Landlord.

**SMOKERS :** There shall be no use of tobacco or any form of smoking material in the house at any time whatsoever. Smoking of any tobacco or smoking material is strictly prohibited .

**FURNISHINGS :** The guest acknowledges that all furnishings contained in the premises as of the date hereof are in good order and condition, and the guest shall maintain them in such condition, and shall be responsible for all damages thereto. Should the guest discover any damage or defects to the premises or furnishings, guest shall, deliver to owner a written notice of any damage.

**PETS: The guest shall not have any animals or pets** that were not on this release and approved by the landlord at the beginning of the visit. **All pets must be on a leash when outside.**

**GOLF CARTS:** Golf carts when available can be used by guests to get around the Ranch. **However they are to be driven by guests who are 18 years or older.** PLEASE NO MINORS

**SIGNER STATEMENT OF AWARENESS: I/WE understand, and have read the foregoing agreement, warnings, releases and assumption of risk.**

***ALL GUEST / LEGAL GUARDIANS MUST SIGN BELOW***  
***Complete address and Phone number below is required***

Signature of Guest \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Contact Phone Number \_\_\_\_\_ REVISED 3-15-13

EMAIL ADDRESS \_\_\_\_\_