

WAIVER AND RELEASE OF LIABILITY FOR INDIVIDUAL OWNER, PARTICIPANT AND FOR USE OF LAND FOR HORSEBACK RIDING AT SIDEKICK STABLES LLC & A&A EQUESTRIAN COACHES LLC

I, _____ **HEREBY WAIVE AND RELEASE** indemnify, hold harmless and forever discharge, **SIDEKICK STABLES, LLC, HUNTLY PROPERTY MANAGEMENT, A&A EQUESTRIAN COACHES, LLC, ALISHA MCGINNIS, AMANDA AHLQUIST and their EMPLOYEES & VOLUNTEERS**, from any and all claims, demands, debts, contracts, expenses, cause of action lawsuits, damages, and liabilities of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arise from or in any way related to my equine activities on the premises of land owned or leased by **SIDEKICK STABLES, LLC, HUNTLY PROPERTY MANAGEMENT, A&A EQUESTRIAN COACHES, LLC, ALISHA MCGINNIS, AMANDA AHLQUIST and their EMPLOYEES & VOLUNTEERS** in the county of Pinellas in the State of FLORIDA, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful, or wanton misconduct.

I understand that the activities in which I participate are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property, and/or death; that horses by their nature are prone to kick, bite, shy, buck, stumble, bolt, rear, or exhibit signs of general unpredictability, and that the land may pose such dangerous conditions due to snakes, insects, ditches, erosions, sharp rocks, culverts, fallen trees, branches, snow and mud, or other natural and man-made hazards. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against aforementioned released parties to such activities.

By this waiver, I assume any risk, and take full responsibility and waive any claims of personal injuries, death, or damage to personal property and real property owned by **SIDEKICK STABLES, LLC, HUNTLY PROPERTY MANAGEMENT, A&A EQUESTRIAN COACHES, LLC, ALISHA MCGINNIS, AMANDA AHLQUIST and their EMPLOYEES & VOLUNTEERS**, including but not limited to riding horses on the land, using the land in any manner, form or fashion, and engaging in any outdoor activities, or other related activities on and off the premises.

This **WAIVER AND RELEASE** contains the entire agreement between the parties, and supersedes any prior written or verbal agreement between them concerning the subject matter of this **WAIVER AND RELEASE**. The provisions of this **WAIVER AND RELEASE**, may be waived, altered, amended or repealed, in whole or in part, upon the prior written consent of all parties.

I have read, understand, and fully agree to the terms of this **WAIVER AND RELEASE**. I understand, and confirm that by signing this **WAIVER AND RELEASE**, I have given up considerable future legal rights. I have signed this Agreement freely, and voluntarily, and under no duress, or threat of duress, without inducement, promises or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional **WAIVER AND RELEASE**, of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver. This agreement and its terms and provisions will include any minors who accompany me or who are under my care. I further agree that I shall assume responsibility for watching and caring for minor's safety and guarding against all hazards, natural or manmade, whether expressly mentioned in this **WAIVER AND RELEASE** or otherwise.

Printed Name of Participant: _____

Signature of Participant or Parent if participant is a minor (under age of 18 years):

Print Name of Parent: _____ *Date:* _____

I understand that A&A Equestrian Coaches, LLC may take photographs and video of me or my child during horseback riding activities for use in educational and promotional materials in print, multimedia, social media or web form. Photos/videos will only be used for purposes related to A&A Equestrian Coaches, LLC programs and related partners. Please check the correct boxes to indicate whether you do or do NOT wish to grant A&A Equestrian Coaches, LLC permission to use your (or your child's) photos/videos taken during a program.

- I **DO** grant permission for the use of photographs and/or videos.
- I **DO NOT** grant permission for use of photographs and/or videos.

Signature: _____ *Date:* _____

Email Address: _____