**EQUINE RIDING WAIVER AND RELEASE OF LIABILITY (2025)**

In exchange for **Barb Koster’s Riding Academy** and **Winters End Farm** letting me take part in any event or activity (such as riding, handling, or training, horse riding practices, shows, competitions, and anything related) I, as well as my family, heirs, and anyone who represents me legally now or in the future, agree to this Agreement (the **Agreement:**)

**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. Florida Statute Title XLV TORTS Chapter 773. \*

1. **Rules and Regulations:** I agree to abide by all safety rules and instructions provided by Barb Koster’s Riding Academy and its employees during my participation in equine activities. I understand that failure to follow these rules may result in my removal from the activity without a refund.

**Initial:** \_\_\_\_\_\_\_

1. **Acknowledgment of Risk:** I, the undersigned, hereby acknowledge that horseback riding and other equine-related activities involve inherent risks that could result in serious injury or death. I understand that horses are unpredictable animals, and their behavior may be affected by external factors, including the environment, other riders, and actions of other riders. I am fully aware of the risks involved, which may include but are not limited to falls, kicks, bites, collisions, or other injuries arising from the activity. **Initial:** \_\_\_\_\_\_\_
2. **ASSUMPTION OF RISK**: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in Barb Koster’s Riding Academy and Winters End Farm, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any events or practices approved by Barb Koster’s Riding Academy or Winters End Farm. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any Barb Koster Riding Academy and Winters End Farm event or activity. **Initial:** \_\_\_\_\_\_\_
3. **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation in any Barb Koster’s Riding Academy and Winters End Farm event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: **Barb Koster’s Riding Academy, Barb Koster, Winters End Farm, Nancy Meyer**, members, event participants (including athletes/riders, coaches, trainers), and all directors, officers, employees (including but not limited to **Evangeline Sydor-Journet)**, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation in Barb Koster’s Riding Academy and Winters End Farm, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. **Initial:** \_\_\_\_\_\_\_
4. **MEDICAL AND INSURANCE INFORMATION:** I affirm that I, or the minor I am responsible for, am (is) physically fit and able to participate in horseback riding activities. In the event of an injury, I consent to emergency medical treatment and agree to bear all costs related to such treatment. I am encouraged to carry appropriate personal health insurance coverage. **Initial:** \_\_\_\_\_\_\_
5. **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE**: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. **Initial:** \_\_\_\_\_\_\_

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1. **SIGNATURE:** By signing below, I acknowledge that I have read and fully understood this waiver and release of liability. I am voluntarily participating in equine riding and assume all associated risks.

Participant's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**If the Participant is a Minor (under 18 years old):**

I, the undersigned, as the parent or legal guardian of the participant named above, hereby consent to the participation of my child in equine riding and agree to all the terms of this waiver and release of liability.

Rider’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rider’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Contacts:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*see print out for further information and explanation of this statute

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**AUTHORIZATION TO OBTAIN MEDICAL TREATMENT FOR MINOR CHILD**

THIS AGREEMENT AND AUTHORIZATION is by and between Barb Koster’s Riding Academy, Barb Koster, Winters End Farm, Nancy Meyer, and its employees, from herein referred to “Management” and (guardian’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

from herein referred to as “Parent or Guardian”.

“Management” is hereby authorized to obtain any and all medical treatment “Management” deems necessary for my minor child(ren).

“Parent” or “guardian” agrees to bear any cost connected therewith and shall pay promptly upon billing by the healthcare provider. “Management” shall incur no financial liability for medical treatment obtained pursuant to this authorization.

**Medical Insurance:**

Health Insurance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Primary Dr.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Medications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Allergies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Medical Release Form for Benadryl to a Minor**

**Child's Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date of Birth:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Parent/Guardian Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Relationship to Child:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Phone Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, the undersigned, hereby authorize and give permission for Barb Koster’s Riding Academy or its authorized personnel to administer **Benadryl** to my child in accordance with the recommended dosage for their age and weight, in the event that my child experiences discomfort or reaction in the environment.

**Dosage Instructions:**

* **Benadryl:** Age based instructions on packaging.

I, the undersigned, confirm that I am the legal guardian of the child named above and have the authority to grant this permission. I understand that **Benadryl** will only be administered as necessary and in accordance with safe usage guidelines. I agree to release and hold harmless **Barb Koster’s Riding Academy**, its employees, and agents from any claims, actions, or liability arising from the administration of this medication.

**Parent/Guardian Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_