

# **ROCKING HORSE STABLES**

## **RELEASE FROM LIABILITY Pursuant to Florida Law Chapter 773, Florida Statutes (2015)**

I, \_\_\_\_\_ (print name) (“**RELEASOR**”) understand that engaging in an equine activity, including but not limited to riding, training, assisting in veterinary treatment of, driving, or being a passenger upon an equine, whether mounted or unmounted, visiting or touring or utilizing an equine facility as party of an organized event or activity, or any person assisting a participant or show management; horseback riding and related equine activities, including but not limited to dressage, eventing and/or three day events, hunter and jumper riding, endurance trail riding, and jumping, training or teaching activities, boarding and normal daily care of an equine, riding, inspecting or evaluating an equine belonging to another by a purchaser or an agent, rides or other equine activities of any type no matter how informal or impromptu, placing or replacing horseshoes or hoof trimming on an equine, providing or assisting in veterinary care, are very dangerous and involve inherent risks and risk, including but not limited to property damage, serious injury and/or death of participants, spectators, and/or horses.

**RELEASOR** further understands that the inherent risks of equine activities means those dangers or conditions which are an integral part 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’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other equines or objects; that an equine may shy suddenly, rear, stop short, bite, buck, kick or run with its rider; and that potential exists that as a participant or any person whether amateur or professional to act in a negligent manner 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.

WHEREFORE, **RELEASOR** and each of their heirs, administrators, agents, insurers, reinsurers, representatives, shareholders, directors, employees, successors, assigns, subsidiaries, parent companies, sister companies, predecessor or successor companies and/or other individuals or entities related hereto, release, discharge and hold harmless **Merrill Eventing, Inc. d/b/a Rocking Horse Stables, Leyna Cannon, Jeanne Merrill, Brian Cannon, David Merrill, Sharpton, Inc., Rocking Horse Ranch LLP and Trustees**, their guarantees, successors in interest, agents, past, present and future officers, directors, stockholders, insurers, reinsurers, attorneys, agents, servants, representatives, subsidiaries, affiliates, partners, predecessors, successors in interest, employees, managers, promoters, sponsors, other equine activity participants, advertisers, sales persons, photographers, volunteers, and/or all other persons, firms or corporations with whom any of the former have been, are now or hereafter are affiliated, (“**RELEASEES**”), from any and all liability for negligence or otherwise related to any equine activity, relating to injury, loss, damage or death from any of the inherent risks or risks of equine activities, including but not limited to any past, present or future claim, demand, obligation, action, causes of action, liens, rights, damages, costs, expenses, attorneys’ fees, costs, interest, and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery.

WHEREFORE, **RELEASOR** further releases and holds harmless **RELEASEES** from any and all exposure to harmful bacteria and viruses, by human, animal or otherwise and assume the risk of possible exposure.

WHEREFORE, **RELEASOR** agrees that any equine activity is **DONE AT THEIR OWN RISK** and assumes full responsibility for the risk of bodily injury, illness, death of myself/ourselves and/or my horse(s), and any property damage due to the negligence of **RELEASEES** or otherwise while on the premises.

**WHEREFORE, RELEASOR** agrees to wear an ASTM/SEI-approved helmet that is properly fitted and fastened at all times while mounted.

**WHEREFORE, RELEASOR** agrees to wear a protective vest when cross-country jumping, which is recommended to meet or surpass the current vest standards as set forth by the United States Eventing Association and United States Equestrian Federation. The use of a medical arm band while jumping is also recommended.

**WHEREFORE, RELEASOR** agrees, if providing instruction or training services, to provide proof of liability insurance in the amount of at minimum \$1 million per occurrence.

**WHEREFORE, RELEASOR** agrees to refrain from the use of long-lensed cameras without prior permission and authority from **RELEASEES**.

**WHEREFORE, RELEASOR** agrees to indemnity and hold **RELEASEES** harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including but not limited to attorneys' fees and disbursements.

### **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.**

### **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 RELEASEES 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 RELEASEES 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 RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

I have read, understand and voluntarily sign the release from liability and indemnity agreement and further agree that no oral representations, statements or inducements apart from the foregoing written agreements have been made nor shall be made except by a written and signed addendum.

\_\_\_\_\_  
Name (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name of Representative if participant is under 18 years old