

Complete Release from Liability & Assumption of Risk & Indemnity

WITNESS THIS AGREEMENT dated _____ by and between: RMS RANCH, LLC, located at 19410 SW 25th Place Dunnellon, FL 34431, and its agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf; Candice Miller, Scott Miller, Michael Cunningham; (hereinafter collectively referred to as "OWNER") and ADULT/PARENT _____ MINOR CHILD(REN) _____ (hereinafter individually and/or collectively referred to as "BOARDER/RIDER").

In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Owner, Owner's instructors, employees and agents; Boarder/Rider, Boarder/Rider's heirs, assigns and representatives, hereby agree as follows:

- Boarder/Rider is responsible for full and complete insurance coverage on his horse, personal property and himself.
- INHERENT RISKS & ASSUMPTION OF RISK.** Boarder/Rider acknowledges there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are 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 such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping; 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, animals, or objects; the limited availability of emergency medical care; and the potential of a participant 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. Boarder/Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include the following non-exhaustive behavior: their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Owner's rules and regulations, which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Owner.
- MINOR CHILD.** In the event the Boarder/Rider/Spectator/Visitor is a minor child, the Parent/Natural Guardian recognizes and agrees that Owner is a commercial activity provider, as that term is used in Florida Statute § 744.301, and the Parent/Natural Guardian shall further indemnify, defend and hold Owner harmless from any such claims which would accrue to him/herself and/or said minor child for personal injury, including death, and property damage resulting from an inherent risk in the activity, regardless of any statute of limitations or contractual limitation of actions.

WARNING TO THE MINOR CHILD'S PARENT/GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. You are agreeing to allow your minor child to engage in a potentially dangerous activity. You are acknowledging that even if the owner uses reasonable care, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent to equine activities which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from owner in a lawsuit for any personal injury including death to your child or any property damage that may result from the risks that are a natural part of the activity. You have the right to refuse to sign this form and owner has the right to refuse to let your child participate if you do not sign this form. FLA. STAT. § 744.301(3) (2010).

- In the event Rider is using Rider's own horse, or a horse(s) not owned by Owner, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Owner reserves the right to refuse access or use of any horse(s) upon premises that does not appear to Owner to be in good health, or is deemed dangerous or undesirable. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose,

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. Fla. Stat. § 773.04 (2009).

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substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

5. IN CASE OF INJURY OR LOSS, WAIVER INDEMNITY AGREEMENT:

1. I/we understand that horseback riding and related activities, such as handling, grooming, leading, riding, schooling, trail riding, obstacle training and all other interactions with horses, are very dangerous and involve the risk of serious injury and/or death, and/or property damage, including injury and/or death to horses, spectators, riders and others. Accordingly, I/we agree that any activity engaged in by me on the premises owned by RMS Ranch, LLC; Candice Miller, Scott Miller and Michael Cunningham; or related to horses or horseback riding, if on the premises, is done at my own risk.
2. Accordingly, I/we release and agree to hold harmless RMS Ranch, LLC, Candice Miller, Scott Miller and Michael Cunningham, along with employees, volunteers, and any and all persons or entities who are guarantors or indemnitors of the above, all agents, employees, promoters, sponsors, other horse riders, horse owners, advertisers, sales persons, photographers, volunteers, (hereinafter called Releasees) from all liability for negligence or otherwise.
3. I/we assume full responsibility for the risk of bodily injury, illness, death of myself and/or my horse(s) and any property damage due to the negligence of Releasees or otherwise while the premises owned by RMS Ranch, LLC, Candice Miller, Scott Miller, Michael Cunningham, along with it's volunteers and employees or heavily engaged in horseback riding-related activities, and/or while training, riding, competing, officiating, observing, volunteering, teaching, boarding, working for, or for any purpose relating to horseback riding, or participating as rider or spectator in such activities.
4. I/we agree not to sue any Releasees, and I/we release and agree to indemnify for the Releasees from and for all liability for the undersigned, his/her person, representatives, assignees, heirs, and demands therefore on account of injury to her person or property, or death of undersigned whether caused by the negligence of the Releasees or otherwise.
5. I/we agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida where these activities are conducted, and if any part hereof is held invalid, it is agreed that the balance shall continue of full force and effect.

WARNING

Horses, horseback riding and all its related activities are dangerous and there are risks involved in your participation or observation. You can be seriously/permanently injured or killed as a result of your participation in horses, horseback riding or its related activities. Each individual Participant, regardless of experience, has final responsibility for his/her own safety.

I/we have read and voluntarily signed the release and waiver of 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.

Print Name

Signature

Print Name

Signature

Date of Signature: _____
If not over 21 years of age please provide Parent/Guardian Signature.

I am 21 years of age or Yes older: ____ Yes or ____ No

Parent/Guardian Name

Signature

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