

GENERAL RELEASE OF LIABILITY

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 RISK OF EQUINE ACTIVITIES. (FL STATUTE § 773.04)

This Release of Liability is entered into this ____ day of _____, 20____, between **17840 SHELBY, LLC, a Florida Limited Liability Company (STABLE)** and _____ **(PARTICIPANT)**.

I **(PARTICIPANT)** fully understand and accept that there are potential risks and hazards associated with and inherent upon entering the premises of **STABLE** and that there are unavoidable risks in participating in equine activities, including, but not limited to, injury, loss, damage or death. Equine activities shall include, but are not limited to, training, riding, grooming, assisting in the veterinary treatment of, driving or being a passenger upon an equine, visiting, touring or utilizing an equine facility or otherwise being in the presence of horses.

Despite the potential risks and hazards, I wish to proceed, and freely accept and assume all risks that may arise on the premises of **STABLE**, whether caused by the negligence of **STABLE** or otherwise. I acknowledge that my participation is purely optional, and that I am freely and voluntarily entering the premises and participating in equine activities.

In consideration of permission given by **STABLE** to enter upon the premises for the purpose of participating in equine activities, and for other good and valuable consideration, I hereby agree as follows:

I **(PARTICIPANT)**, for myself and on behalf of my estate, heirs, administrators, executors and assigns, do hereby release, acquit, forever discharge and hold harmless **17840 SHELBY, LLC, a Florida Limited Liability Company (STABLE)**, its owner, officers, directors, employees, representatives, agents and volunteers for, from and against any and all liability and responsibility whatsoever, however caused, for any and all damages, claims or causes of action that I, my estate, heirs, administrators, executors or assigns may have for any loss, personal injury or death, arising out of, connected with or in any manner pertaining to my participation in equine activities on the premises, whether caused by the negligence of **STABLE** or otherwise.

I **(PARTICIPANT)** agree to indemnify, hold harmless and defend **17840 SHELBY, LLC, a Florida Limited Liability Company (STABLE)**, its owner, officers, directors, employees, representatives, agents and volunteers for, from and against any and all claims, actions, damages, liability, costs or expenses (including reasonable attorneys' fees) of any spectator, participant or other third party, (including damage to any equine of any spectator, participant or third party) in connection with or arising out or caused by my presence and/or involvement or participation in the equine activities or observing or assisting somebody who is participating in the equine activities.

In addition to freely accepting and assuming the risks of participating in equine activities, I **(PARTICIPANT)**, for myself and on behalf of my estate, heirs, administrators, executors and assigns, do hereby release, acquit, forever discharge and hold harmless: **17840 SHELBY LLC, a Florida Limited**

Liability Company (STABLE), its owner, officers, directors, employees, representatives, agents and volunteers for, from and against any and all liability and responsibility whatsoever, however caused, for any and all damages, claims or causes of action that I, my estate, heirs, administrators, executors or assigns may have for any loss, personal injury or death, arising out of, connected with or in any manner pertaining to any hurricane, tornado, fire or other natural or manmade disaster.

I further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, that the terms of this General Release are contractual and not a mere recital, and that this Agreement shall bind and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. This Agreement shall be in addition to and cumulative with all the rights that are otherwise available to **STABLE** under the Florida Statutes dealing with the limitation of liability for equine activities and shall not in any way limit its rights thereunder.

By signing this Agreement, I acknowledge and represent that I have read and fully understand this Agreement, that I sign it voluntarily and for full and adequate consideration, that I fully intend to be bound by same and that I am at least eighteen (18) years of age and fully competent.

I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND VOLUNTARILY AGREE TO BE BOUND BY IT.

PARTICIPANT:

Signature: _____

Printed Name: _____

Date: _____

If not eighteen (18) years of age, a parent or legal guardian must sign and state relationship to the **PARTICIPANT**.

I, the undersigned parent and/or legal guardian, affirm that I am freely signing this agreement. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to myself and the minor participant regarding any losses the participant may sustain as a result of participation in the activity.

PARENT OR LEGAL GUARDIAN:

Name of Minor: _____ Age of Minor: _____

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____

Date: _____