

**HORSE SHOWS IN THE PARK, LLC**

**RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING**

The undersigned, as a Participant/Spectator/Client/Visitor/Guest/Volunteer/Contractor (collectively “**Participant**”), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor (minor included as “**Participant**”), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, Defend and Indemnification Agreement (“**Release**”):

**1. Assumption of Risk and Waiver:** Participant understands and accepts that the Inherent Risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse or pony (collectively “**equine**”), include, but are in no way limited to, faulty equipment or tack that causes injury or death, Released Parties’ failure to make a reasonable effort to determine the ability of Participant to engage safely in an Equine Activity or to safely manage the particular equine provided based on Participant’s representations of his or her ability, Released Parties’ failure to conspicuously post warning signs of a dangerous inconspicuous condition on the real property, as well as: (a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear, strike, bite, stumble, fall, etc.); (b) The unpredictability of an equine’s reaction to such things as sounds (ex.: machinery, equipment, doors, rain, wind, thunder, voices, animals, fireworks, guns, motors, music, etc.), sudden movement, and unfamiliar objects (i.e. trailers, barrels, poles, cones, flowers, flags, mini-bikes, water, rocks, construction material, jumps, brush, carts, etc.), persons, or other animals (ex.: leashed or unleashed dogs, wildlife, other equines etc.); (c) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, opened/closed gates, etc.); (d) Collisions with other equines or objects; and, (e) The potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability (collectively “**Inherent Risks**”). Participant agrees that engaging in Equine Activities under this Release includes, but is in no way limited to, those listed in the Florida Equine Activity Statute (F.S.A. §773.01-773.06), riding an equine, and petting, grooming, leading, mounting, feeding, observing, transporting, and otherwise interacting with or merely being in the vicinity of equines (collectively “**Equine Activities**”). Participant understands illness (including communicable disease), injuries, death, damage, or other loss (collectively “**Loss**”) may result from the Inherent Risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous and cause Loss without warning, that the risks listed in this Release are just a sampling, and Participant is not relying on Released Parties to list all possible equine-related risks. Participant agrees to the following: assume the Inherent Risks in Equine Activities; be responsible for his/her personal health and safety, medical expenses, proper fit and use of safety equipment, and for the risk of Loss of any personal property stored or stabled with Released Parties; purchase and maintain his/her own health and liability insurance; and, waive his/her right to any claims arising from participation in or observation of any Equine Activities, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by Released Parties, regardless of whether or not Participant’s presence there is related to equines or Equine Activities. The following shall be included as Released Parties herein: Horse Shows in the Park, LLC (“**HSITP**”); Equine Management Resources, LLC (“**EMR**”); Jeanne Winslow; the owner, lessor, and/or lessee of the equine and/or real property involved in the Loss; and each of their respective entities, partners, spouse, heirs, beneficiaries, relatives, agents, assigns, employees, volunteers, contractors, working students, instructors, guests, visitors, members, managers, officers, directors, owners, and others acting on their behalf (collectively “**Released Parties**”).

**2. Release, Hold Harmless, Defend and Indemnify, Release of Likeness:** Participant agrees to release, hold harmless, defend and indemnify Released Parties for any Loss incurred by Participant, Participant’s property, and/or Participant’s equine even if such Loss is caused in any part by negligence or other fault of Released Parties (except willful or wanton or intentional misconduct). Participant further agrees to the use or assignment of use of photographs, videos, audios, broadcasts, Internet, new media, or other likenesses of Participant and his/her equine taken for the promotion, coverage or benefit of HSITP, EMR, or any Equine Activity without objection or compensation for use.

**3. Governing Law, Jurisdiction, Time and Liability Limits, Attorneys’ Fees, Jury Waiver:** This Release shall be construed and enforced in accordance with the laws of the State of Florida and disputes resolved exclusively by the state court in Brevard County. Participant submits to the jurisdiction and venue of the Court for such purpose. Participant agrees that this Release does not expire, that any and all claims and/or causes of actions for Loss by Participant must be brought within one (1) year of the date accrued, and any surviving claim for personal property Loss is limited to \$250.00. Participant agrees to reimburse Released Parties for all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or defending or prosecuting any claims or causes of actions involving or in any way relating to Participant. Participant agrees to waive trial by jury in any action with Released Parties.

**4. Severability, Modification:** If any provision herein is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Release can only be modified in writing signed by Participant and Jeanne Winslow.

**5. Participant Certification:** Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, and Participant’s spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of these terms and conditions. Participant signs this Release voluntarily, agrees that this Release does not violate public policy, knows that Participant has other Equine Activity facilities to choose from, and understands that signing this Release is required for Participant to participate in Equine Activities with Released Parties.

MANAGEMENT RESERVES THE RIGHT TO REFUSE ENTRY TO ANY PERSON FOR ANY REASON.

**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**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Address: \_\_\_\_\_  
Participant signing on my own behalf, and, if applicable,  
on behalf of my minor child as a Participant Phone/E-Mail: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Minor(Rider) Participant Name and DOB: \_\_\_\_\_

Emergency Contact Name and Phone: \_\_\_\_\_