

EQUINE ACTIVITY RELEASE

The parties to this RELEASE are: _____ (referred to herein as “Participant”) whose address is: _____
_____. For the purposes of this RELEASE, the term Participant shall include the Participant, his or her heirs, assigns, executors, trustees, personal representatives and administrators.

Equine Activity Sponsor: TWO HOOTS FARM, INC., a Florida corporation (referred to herein as “Sponsor”) located at 13104 Balm Boyette Road, Riverview, Florida. For the purposes of this RELEASE, the term Sponsor shall include the Sponsor, its directors, officers, shareholders, employees, independent contractors, volunteers, agents and Sponsor’s subsidiaries and parent entities.

In consideration of the rights, privileges and benefits to me derived from participating in Sponsor’s equine activities, which Participant believes outweigh the potential assumed risks, Participant agrees as follows:

Participant hereby waives, releases and indemnifies (including all attorneys fees and costs) Sponsor forever from any and all claims of liability that may in the future arise from participating in Sponsor’s equine activities, including but not limited to riding, grooming, handling or otherwise interacting with horses, whether on or off Sponsor’s premises. The Sponsor shall not be liable for any injuries to, or the death of Participant resulting from the inherent risks of equine activities, and except as provided in Florida Statutes Section 773.03, Participant shall not have any claim against or recover from Sponsor for injury, loss, damage, or death of Participant resulting from any of the inherent risks of equine activities.

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 SECTION 773.04 (2)].

Participant understands that “inherent risks” of equine activities means those dangers which are an integral part of equine activities, including but not limited to: (a) the propensity of equines to behave in ways that may result in injury, harm or death to persons on or around them; (b) the unpredictability of an equine’s reaction to such things, sounds, sudden movement, and unfamiliar objects, persons on or around them; (c) certain hazards such as surface and subsurface conditions; (d) collisions with other equines or objects; (e) the potential of the Participant or other participants 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.

Participant represents that Participant has the sufficient skills and ability to safely manage the particular equine activities, in which Participant has now, or may in the future voluntarily, chose to participate. This RELEASE shall cover all incidents arising at anytime throughout the duration of the equine activities, and shall remain in full force and effect from the date of this RELEASE forever.

Dated this _____ day of _____, 20____

Participant

I acknowledge that I am of legal age and capacity to enter into this RELEASE.

Signature of Parent/Legal Guardian

PHOTO RELEASE

Further, Participant consents to and authorizes the reproduction and use by Sponsor of any and all photographs and any other audio-visual materials taken of Participants for promotional materials, new publications, educational activities, exhibitions or for any other use for the benefit of the program.

I have read and understand this RELEASE and voluntarily agree to be legally bound to its terms and conditions.

Participant

I acknowledge that I am of legal age and capacity to enter into this RELEASE.

Signature of Parent/Legal Guardian

Signature of Sponsor