

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in equestrian and other activities (collectively the “Activities”) provided by Florida Agricultural Museum, Inc. (the “Host”), the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that he/she has or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training. As used herein, the term “Equipment” shall include equine animals;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant understands that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant specifically understands that he/she is releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Activities, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Activities is voluntary and further understands that he/she has the opportunity to inspect the Host’s Equipment and facilities before any participation.

The Participant understands that he/she is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant observes any unusual hazard or condition, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

Equine Warning

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.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Name (Printed): _____

Date: _____

Participant's Signature: _____

Date: _____

Florida Agricultural Museum Equestrian Center

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

Please read and be certain you understand the implications of signing!

I have been fully advised by staff of the Florida Agricultural Museum that I should wear a properly fitted ASTM/SEI-Equestrian Standard helmet while riding in order to reduce some or all head injuries as the result of a fall or any other occurrence associated with this hazardous activity. I realize that I am subject to injury from this activity to which I am exposing myself purely voluntarily.

Name of Adult Rider (Please Print)

Signature of Adult Rider

Date

If you refuse to wear a helmet:

AGAINST THE ADVICE OF THE STAFF OF THE FLORIDA AGRICULTURAL MUSEUM I AM REFUSING A CRITICAL SAFETY PRECAUTION.

I THE UNDERSIGNED HAVE READ THE ABOVE STATEMENT AND DO UNDERSTAND ITS WARNING AND WILL ASSUME ALL RISKS ASSOCIATED WITH REFUSING TO USE RECOMMENDED SAFETY EQUIPMENT

Signature of Adult Rider

Date

For Participants of Minority Age:

It is the policy of the Florida Agricultural Museum that all minors are required to wear a properly fitted ASTM/SEI-Equestrian Standard helmet while riding horse. Staff of the Florida Agricultural Museum Equestrian Center will refuse service to any rider that will not comply with this policy.

