

**ST. JOHNS COUNTY HORSE COUNCIL EQUINE ACTIVITY UNCONDITIONAL AND
FULL GENERAL RELEASE AND INDEMNITY AGREEMENT**

A. I _____ for and in consideration of the acceptance of my participation and/or the participation of my child or ward, in any event sponsored by and/or while on the premises of the SJCHC; ride, mount, inspect, handle any horse or participate as a spectator, FULLY UNDERSTAND and AGREE TO ASSUME THE RISKS incidental to such participation. Those risks include, but are not limited to.

- (1) Horseback riding is classified as Rugged Adventure Recreational Sport Activity;
- (2) Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human;
- (3) A horse may be startled by sudden movement, noise or other factors, and may shy suddenly, rear, stop short, change direction or speed at will, bite, buck, kick, or run with its rider and that no horse is a completely safe horse; and
- (4) There are numerous obvious and non-obvious inherent risks always present in such Equine activity and while on the property of the SJCHC, despite all safety precautions.

Initial: _____

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 Statutes § 773.04

B. I agree to assume the risks incidental to such participation, on my own behalf, on behalf of my child or ward, and on behalf of my child's or ward's heirs, successors, assigns, executors and administrators. I hereby RELEASE and forever discharge the released parties defined below, or all liabilities, any and all claims, demands, actions, causes of action, suits in equity of whatever kind or nature, damages, costs or expenses, including but not limited to attorney's fees, arising out of or in any way connected with my participation and/or the participation of my child or ward in such activity.

Initial: _____

C. I further agree to INDEMNIFY and HOLD HARMLESS each of the released parties against any and all such liabilities, any and all claims, demands, actions, causes of action, suits in equity of whatever kinds or nature, damages, costs, or expenses, including but not limited to attorney's fees, and disbursement. Each party shall cooperate, and cause its Affiliates to cooperate, in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony and attend such conferences, discovery, proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

Initial: _____

D. The released parties are SJCHC, landowners _____
their partners, employees, agents, representatives, heirs, successors, and assigns of _____

each. I understand that this release and indemnity agreement includes any claims based on negligence or otherwise, whether by actions or inaction, whether known or unknown, anticipated or unanticipated, of any of the above released parties and covers bodily injury and property damage, whether suffered by me, my child or ward before, during or after such participation.

Initial: _____

E. I, for myself and for minor child or ward, 16 and under, have been fully warned by the SJCHC that all horse riders and handlers should purchase and wear protective headgear while riding and/or being near horses. I do understand that the wearing of such headgear at these times may reduce serious injury to the wearer's head and possibly prevent death as the result of a fall and other occurrences.

Initial: _____

F. This Equine Release and Indemnity Agreement shall be governed by and in accordance with laws of the State of Florida. Any legal action must be brought in St. John's County, Florida. If any clause, phrase or word is in conflict with Florida State Law than that single part only null and void.

Initial: _____

G. This Equine Activity Release and Indemnity Agreement is given freely and voluntarily by the participant and is meant to remain in existence throughout the duration of the equine activity and for subsequent participation of equine activity whether on the premises of SJCHC or during an event sponsored by the SJCHC for a period of one year from the date of this agreement.

Initial: _____

I/WE, THE UNDERSIGNED, HAVE READ, AND DO UNDERSTAND THE TERMS OF THIS AGREEMENT, WARNINGS, ASSUPTION OF RISK AND KNOWINGLY RELEASE, WAIVE LIABILITY AND HOLD HARMLESS ST. JOHNS COUNTY HORSE COUNCIL.

Signature of Participant

Date

Signature of Legal Guardian if Participant is Minor

Date

Printed Name: _____

Address: _____

Home Telephone Number: _____

Cell Telephone Number: _____

Emergency Contact Number _____

Emergency Contact Name _____