

HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC.

Name of participant: _____

Date of birth: ____/____/____

Address: _____

City: _____ State: _____ Zip: _____

Parent/Guardian Name: _____

Phone(s): _____

Secondary Emergency Contact: _____

Medical Concerns: _____

Allergies: _____

Doctor: _____

Riding Experience: _____

How Did You Hear About Us?: _____

Photo Release

I _____ consent to and authorize the use and reproduction by Healing Hearts Horse Rescue and Youth Ranch INC. of any and all photography and any other Audio-visual materials taken of me for Promotional material, educational activities, exhibitions or for any other use for the benefit of the program.

Signature: _____
Parent or guardian if participant is under 18 years of age

Date

“WARNING

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risks of equine activities.” Chapter 773, Florida Statute.

Although it is a fun sport, horseback riding and other equine activities can also be dangerous. Realizing this and the Florida Statute, I agree not to hold either the, Healing Hearts Horse Rescue and Youth Ranch INC. and or Sandra Bunch liable for any injury that may occur. I am assuming total responsibility, for myself and/or my dependent, for any liability while engaging in the horse-related activity. I have read and understand the above statements and received a copy of the *Florida Equine Activity Statute, Chapter 773*.

Rider Signature

Date

Parent/Guardian Signature (if rider under 18)

Date

FLORIDA STATUTES

TITLE XLV TORTS

CHAPTER 773 EQUINE ACTIVITIES

773.01 Definitions.

As used in §§ 773.01-773.05:

(1) "ENGAGES IN AN EQUINE ACTIVITY" MEANS RIDING, TRAINING, ASSISTING IN VETERINARY TREATMENT OF, DRIVING, OR BEING A PASSENGER UPON AN EQUINE, WHETHER MOUNTED OR UNMOUNTED, VISITING OR TOURING OR UTILIZING AN EQUINE FACILITY AS PART OF AN ORGANIZED EVENT OR

ACTIVITY, OR ANY PERSON ASSISTING A PARTICIPANT OR SHOW MANAGEMENT. THE TERM "ENGAGES IN AN EQUINE ACTIVITY" DOES NOT INCLUDE BEING A SPECTATOR AT AN EQUINE ACTIVITY, EXCEPT IN CASES WHERE A SPECTATOR PLACES HIMSELF IN AN UNAUTHORIZED AREA.

(2) "EQUINE" MEANS A HORSE, PONY, MULE, OR DONKEY.

(3) "Equine activity" means:

(a) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, riding, driving, pulling, cutting, polo, steeplechasing, English and western performance riding, endurance trail riding, gymkhana games, and hunting.

(b) Equine training or teaching activities or both.

(c) Boarding, including normal daily care of an equine.

(d) Riding, inspecting, or evaluating an equine belonging to another by a purchaser or an agent, whether or not the owner has received monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser to ride, inspect, or evaluate it.

(e) Rides, trips, hunts, or other equine activities of any type, no matter how informal or impromptu, that are sponsored by an equine activity sponsor.

(f) Placing or replacing horseshoes or hoof trimming on an equine.

(g) Providing or assisting in veterinary treatment.

(4) "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity, including, but not limited to: pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college- sponsored classes, programs, and activities, therapeutic riding programs, stable and farm owners and operators, instructors, and promoters of equine facilities, including, but not limited to, farms, stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.

(5) "Equine professional" means a person engaged for compensation:

(a) In instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine;

(b) In renting equipment or tack to a participant;

(c) To provide daily care of horses boarded at an equine facility; or

(d) To train an equine.

(6) "Inherent risks of equine activities" means those dangers or conditions 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 as sounds, sudden movement, and unfamiliar objects, persons, or other animals.

(c) Certain hazards such as surface and subsurface conditions.

(d) Collisions with other equines or objects.

(e) The potential of a participant 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.

(7) "Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

Initial of Rider _____ Initial of Parent _____

773.02 GENERAL PROVISIONS.

Except as provided in § 773.03, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in § 773.03, no participant nor any participant's representative shall have any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities.

Initial of Rider _____ Initial of Parent _____

773.03 LIMITATION ON LIABILITY FOR EQUINE ACTIVITY; EXCEPTIONS.

(1) THIS SECTION APPLIES TO THE HORSERACING INDUSTRY AS DEFINED IN CHAPTER 550.

(2) Nothing in § 773.02 shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person if the equine activity sponsor, equine professional, or person:

(a) Provided the equipment or tack, and knew or should have known that the equipment or tack was faulty, and it was so faulty as to be totally or partially responsible for the injury;

(b) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, or to determine the ability of the participant to safely manage the particular equine based on the participant's representation of his or her ability;

(c) Owns, leases, rents, has authorized use of, or is otherwise in lawful possession and control of the land or facilities upon which the participant was injured, and the injury was due totally or in part, to a dangerous latent condition which was known to the equine activity sponsor, equine professional, or person and failed to post warning signs;

(d) Commits an act or omission that a reasonably prudent person would not have done or omitted under the same or similar circumstances or that constitutes willful or wanton disregard for the safety of the participant, which act or omission was a proximate cause of the injury; or

(e) Intentionally injures the participant.

Initial of Rider _____ Initial of Parent _____

773.04 Posting and notification.

(1) Every equine activity sponsor and equine professional shall:

(a) Post and maintain one or more signs which contain the warning notice specified in subsection (2). These signs shall be placed in a clearly visible location near to where the equine activity begins. The warning notice specified in subsection (2) shall appear on the sign in black letters, with each letter to be a minimum of 1 inch in height, with sufficient color contrast to be clearly distinguishable.

(b) Give the participant a written document which the participant shall sign with the warning notice specified in subsection (2) clearly printed on it. Said written document may be used in lieu of posting the warning on the site of the equine activity sponsor's or equine professional's facility, and shall be given to any participant in an equine event not on the location of the equine activity sponsor's or equine professional's facility.

(2) The signs and document described in subsection (1) shall contain the following warning notice:

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.

Initial of Rider _____ Initial of Parent _____

773.05 Limitation on liability of persons making land available to public for recreational purposes.

Nothing in §§ 773.01-773.05 shall be construed to limit in any way the limitation of liability granted to private citizens who allow the public to use their land for recreational purposes, as provided in § 375.251.

Initial of Rider _____ Initial of Parent _____

Waiver of Liability

RELEASE AND WAIVER FROM LIABILITY

In consideration of being permitted to participate in any capacity in activities with HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC. as set forth above, I by execution of this General Release and Waiver of Liability, do hereby release HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC., Sandra D Bunch, all owners, operators, employees, volunteers and any and all other persons associated in any way with HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC. ,as well as all related and affiliated companies and corporations, and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC. ,for any and all damage, and any claims, including any claim of personal injury, death, or injury to or loss of personal property, whether arising from control or supervision of spectators, providing or failing to provide ambulance service, medical care, nursing care, paramedic care, basic life support care, emergency trauma care, advanced life support care, first aid, emergency communication, emergency transportation, or design, maintenance or repair of any facility or any other act caused by HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC. or otherwise while I am on or about the premises of HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC. shall be at my sole risk as to loss, theft, injury or damage and HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC. shall have no responsibility for such loss, theft, or damage to any such personal property.

Initial of Rider _____ Initial of Parent _____

HOLD HARMLESS

I hereby agree to INDEMNIFY AND SAVE AND HOLD HARMLESS HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC. from any loss, liability, damage, or cost that HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC. may incur due to my presence or the presence of my employees, agents or invitees in or upon the premises, property and grounds of HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC.

Initial of Rider _____ Initial of Parent _____

ASSUMPTION OF RISK

I hereby acknowledge and agree that horses, equine, riding, hacking, cantering, galloping, polo, jumping and/or all other equestrian activities are dangerous and involve risk of serious injury and/or death and/or property damage and that the horses, equine, riding , hacking, cantering, galloping, polo, jumping and/or all other equestrian activities are extremely dangerous and ultra hazardous. I consciously and voluntarily assume all such risks, dangers and hazards inherent in these activities.

Initial of Rider _____ Initial of Parent _____

DAMAGE

I agree to be responsible for all damage caused by me, my animals, or anyone utilizing the premises, property or grounds of HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC. with the consent of or at my request.

Initial of Rider _____ Initial of Parent _____

COST OF ENFORCEMENT

I agree to be liable for all HEALING HEARTS HORSE RESCUE AND YOUTH RANCH INC. reasonable attorney' s fees and other costs resulting from my breach of any provision of the Release and Waiver. I further expressly agree that the foregoing release, waiver and indemnity provisions are intended to be as broad and inclusive as is permitted by law.

Initial of Rider _____ Initial of Parent _____

CHOICE OF LAW AND VENUE

I agree that this Release and Waiver shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Release and Waiver, the parties hereto hereby designate Bay County, Florida as the proper jurisdiction and the venue in which same is to be instituted.

Rider Signature

Parent / Guardian Signature (under 18)