

For your convenience, we have included documents in this packet that we will need completed. Please legibly complete all applicable sections of each document, sign where indicated and return to us prior to, or at the time the service is provided.

You may return the completed documents in person; or

Email the documents by scanning the completed documents into a .pdf format and emailing them to us at mail@suncoastequine.com; or

Mail the completed documents to us at Suncoast Equine, Inc., PO Box 1034, Webster, FL 33597; or

FAX the completed documents. Please call (352) 568-3310 for FAXing instructions.

We look forward to your business. If you have any questions, please contact us at your convenience.

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Client Information						EMERALO	L.		AS VINS
First Name	Middle		L	ast Name		EME			
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City /	State /	ZipCod	e				Birt	h Date	
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Experience Level:	Be	ginner 2	3	Int 4	ermed 5	iate 6	7	Advanced	1 9
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Emergency Contact I	nior	matic)n						
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Services Interested In	1								
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RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Read this agreement carefully before signing it. Your signature indicates your understanding of and agreement to its terms.

I, (printed name)	, and/or minor child for whom I am the parent or legal guardian,
(printed name)	, hereafter referred to as the "releasor", who reside at
(street address)	, in (city), (state/zip)

(telephone number)______, in consideration for being permitted on the property of 12391 SR 471, Webster, Florida, (hereafter referred to as the Emerald Oaks Ranch), or participating in any manner in any equine related activity, regardless of location, that is sponsored by, promoted by, arranged by, or supervised by Suncoast Equine, Inc. or Mark A. Newby or any person officially acting on behalf of Mark A. Newby or said corporation, the releasor, individually, and on behalf of the releasor's personal representatives, executors, heirs, children, next of kin, spouses, domestic partners and assigns, does hereby:

- 1. Acknowledge that horseback riding, the handling of a horse, being in close proximity to a horse, or being in or around a horse stable is inherently dangerous and involves risks that may cause serious injury, permanent disfigurement, or even death to a person because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance; and further acknowledge that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump, step on a person's feet, push or shove a person, and that saddles, bridles, reins and other such equipment may loosen or break, all of which may result in serious injury, permanent disfigurement or death to a person.
- 2. Voluntarily assume the risk and danger of injury, permanent disfigurement, or death that is inherent in the handling or riding of a horse, being in close proximity to a horse, being in or around a horse stable, or participating in any manner in an equine activity.
- 3. Forever release, discharge and covenant not to sue or bring claim of any kind for any personal injury, death, or property damage against Mark A. Newby and his insurance carriers, Suncoast Equine Inc., its officers, members, insurance carriers, promoters, sponsors, employees, agents, volunteers, owners and lessees of the premises and each of them their officers and employees, and any person authorized to act on behalf of Mark A. Newby or Suncoast Equine Inc., all hereafter referred to as "releasees" from all liability to the releasor, his or her personal representatives, executors, heirs, children, next of kin, spouses, domestic partners and assigns for any and all loss and damage, and any claim or damage thereon, as a result of injury or death to the releasor or damage to his or her property whether caused by the negligence or malfeasance of the releasees or otherwise while the releasor is on the property of Emerald Oaks Ranch or any other location whereon the releasor is participating in any manner in an equine related activity that is sponsored by, promoted by, arranged by, or supervised by Suncoast Equine Inc. or Mark A. Newby or any person officially acting on behalf of Mark A. Newby or said corporation.
- 4. I was given sufficient time to read, understand and ask any questions that I may have regarding this Agreement and Suncoast Equine's Rule and Regulations. I agree to abide by said Rules and Regulations and all instructions given to me.
- 5. I understand that serious injuries to the head can occur as a result of equestrian accidents, including brain damage and even death. The staff of Suncoast Equine has informed me of the importance of always wearing an ASTM approved helmet when on or around horses. I understand that a properly fitted ASTM approved helmet can prevent or at least significantly reduce the severity of such injuries. I am aware that Suncoast Equine will provide me with a helmet, upon my request, to use during their activities in the event that I do not possess one of my own. I agree to always wear an ASTM (or equivalent) approved riding helmet while riding on the property and at all Suncoast Equine activities.
- 6. Acknowledge the language of Florida State Statute chapter 773, which provides that AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.
- 7. Agree to first inspect the grounds and premises for any condition that may be unsafe upon each and every visit; agrees to avoid any area that may be questionable and promptly report it to Suncoast Equine staff. The releasor further agrees to inspect all equipment to be used for safety and functionality prior to using it and agrees to NOT use any equipment that appears questionable. The releasor understands that electric fencing and barbed wire is used throughout the property of the Emerald Oaks Ranch.
- 8. Consent to Suncoast Equine or its agents to take and use photographs, audio and video of me, (and/or my minor child for which I am the parent of legal guardian of), for any legitimate and lawful purpose without expectation of compensation now or in the future.
- 9. Acknowledge that this waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is determined to be invalid, illegal or unenforceable for any reason, the balance of this Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect; and further acknowledge that his document is a contract and agrees that if a lawsuit is filed against the releasees in breach of this contract that the suit must be filed in Sumter County Florida and that the releasor will pay for all attorney's fees and costs incurred by the releasees.

Releasor's Printed Name

Signature

Date

Witness' Printed Name

Rules and Regulations



The following rules and regulations are for all clients and guests of Suncoast Equine and are provided to help ensure that your time with us is a safe and pleasant equestrian experience.

- Only those clients and guests who have signed a RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT are permitted on the property of 12391 SR 471, Webster, Florida, (hereafter referred to as the Emerald Oaks Ranch), or participate in any Suncoast Equine activity regardless of location.
- 2. All clients and guests MUST comply with all established Rules and Regulations and instructions by Suncoast Equine staff.
- 3. Normal hours of operation at Emerald Oaks Ranch are from 9 AM to 6 PM. For the safety and security of the horses, no one is permitted on the property outside of these hours without prior approval. No horse may be brought onto the property without prior approval of staff.
- 4. No person under the age of 18 will be permitted on the property unless accompanied by his/her parent or legal guardian without specific exceptions that might be made for extenuating circumstances.
- 5. All clients and guests should first check the message board upon arrival to the Emerald Oaks Ranch for each and every visit for important information posted by staff or other clients and guests. This is the means for you to post notice to staff and others. This is NOT a substitute for notifications that you are required to make to staff.
- 6. No horse may be brought unto the property or allowed to participate in any Suncoast Equine activity that does not have a current negative Coggins certificate or that may have any other communicable health issue. Suncoast Equine staff reserves the right to turn away any horse that may be of questionable health or physical condition, or that has a behavior or temperament that is objectionable.
- 7. I understand that serious injuries to the head can occur as a result of equestrian accidents, including brain damage and even death. The staff of Suncoast Equine has informed me of the importance of always wearing an ASTM approved helmet when on or around horses. I understand that a properly fitted ASTM approved helmet can prevent or at least significantly reduce the severity of such injuries. I am aware that Suncoast Equine will provide me upon request with a helmet to use during their activities in the event that I do not possess one of my own. I agree to always wear an ASTM (or equivalent) approved riding helmet while riding on the property of the Emerald Oaks Ranch and at all Suncoast Equine activities. *Please note that effective October 1, 2009, Florida law requires that all riders under the age of 16 MUST wear a helmet when riding on public roads or trails.*
- 8. Riders should dress appropriately for horseback riding to include gloves, long pants and heeled riding boots. Under no circumstances will a client or guest wearing sandals or flip-flops be permitted around horses.
- 9. Alcoholic beverages are not permitted in the equestrian facility areas of Emerald Oaks Ranch. Any person who appears impaired will not be permitted to remain on the property or participate in any Suncoast Equine activity regardless of location. Alcoholic beverages are not allowed on trail rides.
- 10. No weapons are permitted on the property of Emerald Oaks Ranch or while participating in any Suncoast Equine activity.
- 11. No dogs are allowed in the area of the equestrian facilities.

- 12. There is to be no "horseplay", screaming, running, throwing objects or rambunctious behavior in the barn or anywhere around the horses. Unless done so under the direction of staff, there are to be no loud noises made, or activities or behavior that might frighten a horse.
- 13. There is to be NO SMOKING in the barn, riding arena, obstacle training area, nature trail, where manure is composted, or near where feed and hay is stored. Please dispose of cigarette butts properly and do not leave them lying on the ground.
- 14. Fire Procedures: In the event of a fire, immediately call 911 to report the fire at 12391 SR 471, Webster FL. A fire extinguisher is located in the stable grooming area. Attempt to extinguish the fire if you can do so easily and without placing yourself in danger. Close all doors and windows to the affected buildings.

Fire Evacuation Routes: To decrease the possibility of a horse being trapped or injured by fire, if the fire is in or around either the tack or feed buildings: Open the metal gate at the entrance to barn; open all stall front gates; and open all gates on the rear of the south-side stalls. If the fire is in the stable: Close the metal gate at the entrance to the stable; open all stall front gates; open all gates on the rear of the south-side stalls. If the fire is on the rear of the south-side stalls; and open the 12-foot metal gate between the stable and the north pasture.

- 15. Please place all trash and discarded materials in the trash receptacles to help keep the grounds and facility clean.
- 16. All gates on the property must be closed and secured behind you unless allowed by the staff to remain open.
- 17. Barbed wire and electric fencing is used throughout the property. Every client and guest must first inspect the grounds and premises where he/she intends to be for any condition that may be unsafe upon each and every visit, and shall avoid any area that may be questionable. Any unsafe or questionable area is to be promptly reported to Suncoast Equine staff. Every client and guest must inspect all equipment for safety and functionality that he/she intends to use prior to using it, and shall not use any equipment that appears questionable. Questionable equipment that is the responsibility of Suncoast Equine shall be promptly reported to staff.
- 18. Horses should not be tied to fence rails or gates. A spooked horse may pull back and easily break a fence rail or bend a gate off the hinges causing a dangerous flight response. Horse should only be tired at designated tie rings or cross ties, and only using quick release snaps or ropes tied with a quick release loop. If you do not know how to tie the horse with a quick release loop, please consult staff.
- 19. Horse should only be lead with a fastened halter and lead rope. Leading a horse with only a rope around the neck is unsafe and unacceptable. Under no circumstances should a horse purposely be allowed to run freely through the barn.
- 20. No one may use equipment or supplies that belong to Suncoast Equine or any other person without the owner's expressed permission unless the items are intended for communal use.
- 21. A riding arena is provided for your use. Staff will do their best to keep the arena in good condition. If you feel the arena is in need of attention, please let staff know so that they can attend to it.
- 22. On the property of the Emerald Oaks Ranch, you may only ride in the riding arena, the round pen, the obstacle and sensory training area (with permission), the small nature trail, and driveway (for ingress and egress only). Riding in the pastures is only permitted with expressed permission from staff and NEVER after dark. Under no circumstances may clients or guests ride on the front, side or rear yard of the ranch house.

- 23. The sensory training area, obstacles and sensory training equipment is available with approval from staff. This area and equipment should not be used unless done so under the supervision of a qualified instructor and with a second person present who can render aid or summons assistance if necessary.
- 24. All clients and guests who are riding on a trail ride will be expected to observe and comply with proper trail etiquette. (See Suncoast Equine Trail Etiquette document)
- 25. A two-bay Wash Rack is provided for washing your horses. Complimentary shampoo and other items may be provided at the Wash Rack for your use. Please put all items away and spray or broom the mats off after use.
- 26. A Grooming Bay with cross-ties, lights and fans is provided inside the barn. Please turn off the fans and lights, and broom off the mats after use.
- 27. A restroom is available in the barn. Please report to staff if it is in need of attention or supplies.
- 28. A Tack Room is provided for our clients. Saddles, pads and cinches should be stored on the saddle racks attached to the walls. Ropes, halters, reins and the like should be hung on the hooks beside their saddle. A tub or trunk may be placed on the floor underneath the saddle rack to store other items. So that we may accommodate everyone, we may limit the amount of tack that each client may store here. Please help keep this room clean.
- 29. Clients and guests are welcome to use the refrigerator and microwave that are provided for their convenience in the Tack Room. Please help keep these appliances clean and don't forget your perishable items in the refrigerator.
- 30. A round-pen is provided for your use. Please limit lunging to the round pen or riding arena.
- 31. With prior arrangements, our facilities may be used at night. Please turn off all arena and barn lights when leaving.
- 32. Please do not waste water. Turn off all water spigots and coil hoses onto their racks after use.
- 33. Staff reserves the right to assign and reassign stalls and turn-out areas to minimize dangerous and nuisance situations or wear and tear on the facility.
- 34. Our staff checks all horses on a regular basis, however, if you see any horse that appears to be ill, in distress, acting peculiar, in a situation that may be damaging to the property or dangerous to the horse or humans, please notify staff immediately.
- 35. It is the responsibility of staff to feed and water the horses unless other arrangements have been made with the client. Staff monitors each horse's water intake and eating habits so please do not feed or water the horses without the knowledge of the staff.
- 36. Please do not handle any horse that is not yours without the consent of staff or the horse's owner.
- 37. Emergency contact numbers are conspicuously posted. In the event someone is injured, immediately call 911 and provide the operator with the location of the emergency, the nature of the injury and condition of the patient if you know. Be as detailed as possible. If the incident occurred at the Emerald Oaks Ranch, the address is 12391 State Road 471, Webster. You should provide the 911 operator with your access code to the front gate. If you do not know the code, emergency responders have all ready been provided with an emergency access code. All injuries to humans and horses must be promptly reported to staff.
- 38. All damage to property must be promptly reported to staff. Clients and guests are responsible for any damage caused by them, their children or their horse.

- 39. When bringing a trailer onto the property, please first consult with staff for parking instructions.
- 40. Muck buckets and manure forks are located inside the barn. Please remove any manure left by your horse in the driveway, the barn's alley way, the grooming bay or wash racks. Only manure and bedding should be placed in the manure pile, (i.e. no trash or bailing twine).
- 41. Before you leave the barn area, be certain that all water spigots are in the closed position, all water hoses are coiled on their racks, all gates are closed and secured, all doors to the feed and tack sheds are closed, and all lights are turned off.
- 42. This shall serve as notice to you that Mark A. Newby and his insurance carriers, Suncoast Equine Inc., its officers, members, insurance carriers, promoters, sponsors, employees, agents, volunteers, owners and lessees of the premises and each of them their officers and employees, and any person authorized to act on behalf of Mark A. Newby or Suncoast Equine Inc., shall not be held responsible for any loss, damage or injury to your horse, tack, equipment or trailer while on the property of Emerald Oaks Ranch or that is under the control of Suncoast Equine or its staff regardless of location. You are encouraged to ensure that your property is adequately insured against loss.

ACKNOWLEGEMENT OF RULES AND REGULATIONS

Please complete and sign this page, and present only this page to Suncoast Equine staff. You should print and retain all previous pages for your information.

In consideration for being permitted on the property of the Emerald Oaks Ranch, (12391 SR 471, Webster, Florida), or to participate in any manner in any equine related activity, regardless of location, that is sponsored by, promoted by, arranged by, or supervised by Suncoast Equine, Inc. or Mark A. Newby or any person officially acting on behalf of Mark A. Newby or said corporation,

I, the undersigned, (printed name), and/or minor child for whom

the parent or legal guardian, (printed name)______, acknowledge and agree

to comply with these rules and regulations established by Suncoast Equine, Inc.

Client or Guest's Printed Name

Signature

Signature

Witnesses' Printed Name

rules2012Feb23

Date

Date