

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

Signature

Date

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