

DELRAY

EQUESTRIAN CENTER, LLC

14830 Smith Sundy Road
Delray Beach Fl 33446
(561)495-4701

RELEASE AND HOLD HARMLESS AGREEMENT

The **undersigned** is legal representatives, heirs and assigns (hereinafter called **undersigned**) acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them the unpredictability of equine' s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and 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 such participant's ability.

In consideration therefore, for the privilege of riding and/or working around horses at Delray Equestrian Center LLC, the **undersigned** does hereby agree to hold harmless and indemnify Delray Equestrian, LLC, its agents, managers, employees, landlords, officers, member, successors and assigns (hereinafter called **stable**) and further release them from any liability or responsibility for any accident, damage, injury or illness to the **undersigned**, any horse in which the undersigned has an interest as owner or otherwise, any family member or spectator accompanying the **undersigned** while on the premises of stable and that except in the event of stable proven gross and willful negligence, **undersigned** shall bring no claims, demands, actions, and causes of action, and/or litigation against stable for any economic or non-economic losses due to bodily injury, death and/or property damage sustained by **undersigned** and/or **undersigned's** minor child (the parent/legal guardian acknowledges that by signing this agreement they are waiving claims on behalf of themselves and the minor child as well as both of their legal representatives, heir and assigns) in relation to the premises and operations of **stable** including while riding, handling or otherwise being near horses owned by, or in the care, custody and control of **stable**.

WARNING: UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO, OR THE DEATH, OF A PERTICIPANT IN EQUINE ACTIVITES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. SENATE BILL 1658 SECTION 91.1A

NAME(S) of Riders: _____

Parent/guardian name: _____

Home phone: _____ Cell phone: _____

Address: _____

Signature of rider if over 18 years of age: _____

Signature of parent/legal guardian if a minor: _____

Date: _____ Email: _____