

# DREAMCATCHER HORSE RANCH RESCUE CENTER INC.



10639 Toad Road, Clermont, FL 34715

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## EQUINE ACTIVITY AGREEMENT AND RELEASE FOR DREAM CATCHER HORSE RANCH (“STABLE”)

### 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.**

#### 1. Release And Indemnity Agreement.

Participation in an equine activity, such as horseback riding or visiting a stable, involves inherent risks, which include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stopping short, 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. I acknowledge that horses, by their very nature are unpredictable and subject to animal whim.

In consideration of the acceptance of my engaging in and/or my child or ward engaging in, equine activity conducted or allowed by the Stable, and with the understanding of the inherent risks of engaging in equine activity, I AGREE TO ASSUME THE RISKS incidental to such participation including, but not limited to, those risks set out above, and, on my own behalf, on behalf of my child or ward, and on behalf of my child's or ward's heirs, executors and administrators, RELEASE and forever discharge the released parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature, arising out of or in any way connected with my participation and/or the participation of my child or ward in such equine activities and further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorney's fees and disbursements. The released parties are Dream Catcher Horse Ranch, its parent, related, affiliated and subsidiary companies and the partners, principals, officers, directors, employees, independent contractors, agents, representatives, successors and assigns of each.

I understand that this release and indemnity agreement includes any claims based on the negligence, actions or inaction 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. I further understand that this release and indemnity agreement includes any claims based on tack that is faulty or should be known to be faulty, the failure to make reasonable and prudent efforts to determine equine activity participant ability, a dangerous latent condition of the land, or the failure to satisfy a reasonably prudent person standard.

2. Authorization To Obtain Medical Treatment For Minor

I further authorize medical treatment for my child or ward, at my cost, if the need arises. Stable is hereby authorized to obtain any and all medical treatment Stable deems reasonably necessary for my minor child or ward, and I agree to bear any cost connected therewith and shall pay promptly upon billing by the health care provider. Stable shall incur no financial liability for medical treatment obtained pursuant to this authorization.

3. Stable Rules

I agree on my own behalf and/or on behalf of my child or ward to abide by and follow Stable's rules as posted or instructed.

4. Full And Fair Disclosure Of Rider's Abilities

I further acknowledge that the behavior of any animal is contingent to some extent upon the ability of its rider. I warrant on my own behalf and/or on behalf of my child or ward that a full and fair disclosure of the rider's abilities have been made to Stable.

5. Use Of Rider's Own Horse

In the event rider is using a horse(s) not owned by Stable, I warrant on my own behalf and/or on behalf of my child or ward that said horse(s) shall be free from infection, contagious or transmittable diseases. Stable reserves the right to refuse access or use of any horse upon the premises that does not appear to Stable to be in good health, or is deemed dangerous or undesirable.

6. Choice Of Law And Venue

This agreement and release is made and entered into in lake County, Florida, and shall be enforced and interpreted in accordance with Florida law. Any claim arising from or relating to this agreement and release shall be filed and venued in Lake County, Florida.

Date: \_\_\_\_\_

\_\_\_\_\_  
Participant/Rider's Name (Print)

\_\_\_\_\_  
Signature of Adult Participant/Rider

\_\_\_\_\_  
Signature of Adult on Behalf of Minor  
Child or Ward Participant/Rider