

TRAIL RIDES RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

FLORIDA AGRICULTURAL MUSEUM, INC. 7900 OLD KINGS ROAD PALM COAST, FL 32137

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING.

Express Assumption of Risk Associated with Trail Rides and Related Activities.

I, _____ (print name) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risk associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in. Inherent hazards and risk include but are not limited to:

1. Risk of injury from the activity and equipment utilized in Horse Riding is significant including the potential for permanent disability and death.
 2. Possible equipment failure and/or malfunction of my own or others' equipment.
 3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors, volunteers, or representatives of the Florida Agricultural Museum, including but not limited to operator error.
 4. The propensity of an equine (horse or mule) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
 5. The inability to predict an equine's (horses' or mule's) reaction to sound, movements, unfamiliar environments, objects, persons, animals or insects.
 6. Natural hazards including but not limited to surface or subsurface conditions.
 7. Propensity for equine (horse or mule) to run, buck, rear, bite, kick, shy, stumble, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
 8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
 9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
 10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
 11. Collisions with trees, brush, and other animals and objects.
 12. Broken bones, severe injury to the head, neck, and back which may result in severe impairment or even death.
 13. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
 14. Exposure to outdoor elements, including but limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
 15. Attack by or encounter with insects, reptiles, and /or animals.
 16. Accidents or illness occurring in remote places where there are no available medical facilities.
 17. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
 18. My sense of balance, physical coordination, and ability to follow instructions.
 19. I grant to the museum the right to use my image, as a photograph or video, for the benefit of the museum.
- * I understand the description of these risk is not complete and that unknown or unanticipated risk may result in injury, illness, or death.

WARNING UNDER FLORIDA LAW, AN EQUESTRAIN ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO, OR DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERIT RISK OF EQUINE ACIVITIES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in Trail Rides and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

Florida Agricultural Museum, Inc.

Owner (Company and or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or cause of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representations or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____
Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by signature, they on my behalf release all claims that both they and I have.

Name of Parent or adult legal Guardian (Please Print)

Date

Minor's Full Name

Date

Address

CITY/STATE /ZIP

PHONE

EMAIL