

## **RELEASE OF LIABILITY AND HOLD HARMLESS**

**Please read this carefully.**

**---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.**

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT THERE ARE INHERENT RISKS IN USING AND BEING AROUND HORSES. THOSE RISKS INCLUDE BODILY INJURY AND DEATH. I UNDERSTAND THAT HORSES ARE UNPREDICTABLE AND CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS DESPITE THEIR PRIOR HISTORY. I FURTHER UNDERSTAND THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS OR OTHER ANIMALS. THEY MAY RUN, BITE, BUCK, OR KICK. HORSES MAY ALSO ENCOUNTER NATURAL HAZARDS, SUCH AS SURFACE OR SUBSURFACE CONDITIONS, AND MAY REACT UNPREDICTABLY. THEY MAY EVEN COLLIDE WITH OTHER OBJECTS, PERSONS, OR ANIMALS. RIDERS CAN ALSO FALL OFF OF HORSES AND INJURE THEMSELVES.**

In consideration for the permission and privilege to use and/or be around horses and equipment located at or associated with Autumn Schweiss Eventing, LLC and to remain on those premises, or with that organization, I voluntarily agree to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS. I have acquainted myself with rules of safety applicable to any involvement with horses and their environment, and I understand that it is not anyone else's obligation to teach them to me. I have read and understand the warnings listed above regarding horses and their environment. I understand that I am responsible for maintaining control of my person and the equipment, devices, or animals I may be using while participating in activities on the above-stated premises. I further understand that it is my responsibility to refrain from acting in any manner that may cause or contribute to injury to myself or to others while participating in activities on the above-stated premises or with this organization.

I hereby represent that I am capable of using and being in close proximity to horses and their environment. I further represent that I am competent and capable to participate in the activities I will be participating in and agree to act within the limits of my abilities.

I hereby release, waive, and forever discharge Autumn Schweiss; Autumn Schweiss Eventing, LLC; and its owners, members, employees, volunteers, agents, officers, governors from any and every claim, demand, action, or right of action, of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting during my presence or the presence of my family or spectators at or associated with Autumn Schweiss Eventing, LLC where such injury, property damage, or death is caused by negligence. I assume full responsibility for the risk of bodily injury, death, or property damage during my presence or the presence of my family or spectators and hold Autumn Schweiss, and Autumn Schweiss Eventing, LLC and its employees, agents, owners, members, employees, volunteers, agents, officers, and governors harmless from any liability therefrom as long it is not arising from intentional conduct (i.e. negligence only).

**I understand that I am assuming 100% of the risk of injury or death directly or indirectly arising as a result of my presence and or activities at or associated with Autumn Schweiss Eventing, LLC.**

This release shall be governed by the laws of the State of Florida. If any portion of this release is held invalid by a court, it is agreed that the remainder of this release shall continue in full legal force and effect notwithstanding the invalidity of any portion of it.

If I have requested that you allow a minor child or children of mine be present or participate then the provisions of this release and hold harmless shall apply to such child or children. I represent that I have the legal authority to enter into this release on behalf of the minor child(ren).

This release is given on behalf of myself, spouse, legal representatives, administrators, executors, heirs, and assigns and in the case of any child or children of mine, on behalf of them and their legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release and remains in effect until I have revoked it in writing.

I understand that this document is a contract and agree that if a lawsuit is filed, I will pay all attorney's fees and costs incurred to defend that lawsuit.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS AN AGREEMENT AND PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY AND HOLD HARMLESS FOR ALL CLAIMS.

I ACKNOWLEDGE AND AFFIRM THAT I HAVE CAREFULLY READ THE CONTENTS OF THIS RELEASE, FULLY UNDERSTAND ITS MEANING AND SIGN THIS RELEASE VOLUNTARILY.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Rider, or if minor, Parent of Minor Child

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Minor Child

\_\_\_\_\_

\_\_\_\_\_  
Printed name of Parent of Minor Child, if applicable

Phone: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Rider or Minor Child