

# Equestrian Release

Please Print Each Participant's Name & Age:

Today's Date: \_\_\_\_\_

\_\_\_\_\_  
Participant's Name Age

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Participant's Name Age

\_\_\_\_\_  
Participant's Name Age

\_\_\_\_\_  
Participant's Name Age

In consideration for equine activity, each Participant understands and unconditionally agrees to the following:

1. **PREFACE:** Equine activity can result in an accident and, in turn, liability for injury, death and damages.
2. **LIABILITY:** Liability includes without limitation ALL liability and damage claims arising out of tort, contract, statute or otherwise, for ALL injury, death and damages to the Participant and his/her parents, spouse, children, dependants, estate or anyone else whether direct, derivative or otherwise (collectively "liability").
3. **FARM:** The Farm is sometimes referred to as Johnson's Folly Equestrian Farm at 14052 52<sup>nd</sup> Avenue South, Delray Beach, Florida, and shall mean the following: Nongae Johnson, Michael Caruso, Michael Caruso Enterprises, Inc., their employees, independent contractors, officers, directors, agents, equine activity sponsor, equine professional and each person and legal entity that they are liable for under any theory of liability (collectively "Farm").
4. **ASSUMPTION OF RISK:** Inherent risks of equine activity mean those dangers or conditions which are an integral part of equine activity which include without limitation: (a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (b) The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) Certain hazards such as surface and subsurface conditions; (d) Collisions with other equines or objects; (e) 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 his or her ability; and (f) Any other risk or negligence arising out of equine activity whether related to the equine, Farm, other participants, equine activity sponsor, equine professional, transportation, anyone else or otherwise (collectively "risks"). Knowing that these risks can result in an accident and, in turn, liability for injury, death and damages, each Participant expressly assumes 100% of all risks and waives 100% of all liability against the Farm for its own negligence or otherwise.
5. **WAIVER, RELEASE & INDEMNIFICATION:** It is the intent of the parties to shift 100% of ALL liability from the Farm to each Participant. As a result, each Participant agrees (a) to release the Farm from its own negligence and all liability and (b) to defend and indemnify the Farm from any and all liability claims brought by, or on behalf of, the Participant and his/her parents, spouse, children, dependants, estate or anyone else. Defend means you shall be responsible for the payment of all attorney's fees, costs and expenses incurred by the Farm arising out of liability. Indemnify means you shall be 100% responsible for any award or judgment entered against the Farm arising out of liability. Therefore, it is the parties' intent that 100% of liability is hereby shifted from the Farm to each Participant. If this clause is unenforceable against a minor Participant, this defend and indemnification provision shall control nonetheless against the remaining Participants since the parties' intent is to shift 100% of liability from the Farm to the Participants.
6. **WARNING:** 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.
7. **MISCELLANEOUS:** (a) If any provision under this release is held invalid, the remaining provisions shall be liberally construed in favor of enforcement; (b) This release shall not be modified verbally or otherwise unless reduced to writing and signed by all parties in order to avoid the proverbial "he said she said;" (c) Venue shall be in Palm Beach County; (d) Florida law shall control this release; (e) This release shall control all current and future equine activity and risks between the Farm and Participants; (f) You have read or had this release read or translated to you by someone other than the Farm and understand that you are signing this release individually and on behalf of each minor or legal entity Participant; and (g) Please feel free to leave and consult another equine professional, an attorney or call the Florida Bar at 800-342-8060 if you question anything under this release before signing below.

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Participant's Signature

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Participant's Signature

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Participant's Signature

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Participant's Signature