

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of **The Florida Cow Culture Preservation Committee Inc.**, their agents, owners, officers, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FCCPC"), I hereby agree to release, indemnify, and discharge FCCPC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in trail ride, camping activities and horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks may include, but is not limited to:** exposure to and travel in rugged terrain, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; exposure to temperature and weather extremes; losing control of your horse and falling; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural.

Furthermore, FCCPC agents, officers and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FCCPC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FCCPC's equipment or facilities, **including any such claims which allege negligent acts or omissions of FCCPC.**

4. Should FCCPC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against FCCPC, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FCCPC on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by FCCPC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FCCPC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **ASSUMPTION OF RISK, RELEASE OF LIABILITY & WAIVER OF CLAIMS**

### **AGREEMENT FOR MINOR PARTICIPANT**

In consideration of being allowed to use the facilities and participate in equestrian and other activities (collectively the “Activities”) provided by **Florida Sheriffs Boys Ranch** (the “Host”), the Participant, and the Participant’s parent(s) or natural guardian(s) do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host, its owners, affiliates, employees, agents, private property owners, event sponsors, and volunteers arising out of the inherent risks of participating in the Activities and/or use of the Host’s equipment (“Equipment”). As used herein, the term, “Equipment” shall include equine animals;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT; and**
- c) **TO RELEASE** the Host, its owners, affiliates, employees, agents, private property owners, event sponsors, and volunteers from all liability for any loss, damage, injury, or expense forming the basis for a claim and/or cause of action that the Participant [or his/her parent(s) or natural guardian(s)] may suffer, arising out of the inherent risks of participation in the Activities and/or use of the Equipment.

### **Personal Responsibility**

The Participant’s parent(s) or natural guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities or using the Equipment and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant’s participation in the Activities and use of the Equipment is voluntary and further understand that they have the opportunity to inspect the Host’s Equipment and facilities before any participation.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities and/or using the Equipment, the Participant or his/her parent(s) or natural guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or natural guardian(s) will remove Participant from participation in the Activities and/or use of the Equipment and immediately bring said hazard or condition to the attention of the Host.

I, \_\_\_\_\_ (parent/natural guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Activities and using the Equipment can be reduced by following the rules and through the use of *common sense* and *good judgment*.

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF FCCPC, USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FCCPC, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND FCCPC, HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

### Equine Warning

#### **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.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Florida, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

*(remainder of page intentionally left blank)*

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Participant Name (Printed): \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Natural Guardian Name (Printed): \_\_\_\_\_

Parent/Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Natural Guardian Physical Address: \_\_\_\_\_

Parent/Natural Guardian Home Phone: \_\_\_\_\_

Parent/Natural Guardian Cell Phone: \_\_\_\_\_

Parent/Natural Guardian Work Phone: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization,

this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_ (Name of Participant).

\_\_\_\_ Personally Known OR \_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

Notary Signature: \_\_\_\_\_

Notary Name (Printed): \_\_\_\_\_

NOTARY SEAL