

**ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY
FOR "TOURS ON HORSEBACK"**

I _____ (hereafter, the "Participant", which term includes Participant's parent or legally-appointed Guardian, if a minor), freely and voluntarily seek to participate in any or all programs, events and/or activities sanctioned, produced, or sponsored by St. Lucie County Tourism. To include activities, programs and events will hereafter be referred to as the "Activities," and St. Lucie County and Tours On Horseback, together with its sponsors, managers, property owners, officials, organizers and affiliates and their respective directors, officers, members, employees, agents, volunteers, representatives, and designated officials will collectively be referred to as "Event Sponsor". In consideration of the Event Sponsor allowing Participant to participate in the Activities, now and in the future, Participant agrees to the following:

- 1) *Acknowledgment of Inherent Risk of Equine Activities/Assumption of Risks.* Participant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are an integral part of equine activities, including but not limited to (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a Participant or other 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 equine or not acting within his/her ability; (f) the breakage or failure of tack or other equipment; (g) the potential that an equine or other animal may cause injury or harm to the rider or other persons or animals in the vicinity. Participant is not relying on Event Sponsor to list within this document all possible inherent risks or all risks of participating in any of the Activities at any location.
- 2) *Waiver and Release of Liability.* With full knowledge and appreciation of these and other inherent risks associated with equine activities and the Activities, Participant freely and voluntarily assumes the risks of the equine activities involved in any aspect of them. In this connection, Participant also voluntarily agrees to waive any and all rights to sue and hereby releases the Event Sponsor from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by the Event Sponsor. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, action or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither Participant no Participant's representative shall make any claim against, maintain an action against, or recover from the Event Sponsor or its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the Participant, to the Participant's horse, or to the Participant's personal property (regardless of ordinary negligence by the Event Sponsor or regardless of an alleged violation of an applicable equine activity liability law).
- 3) *Equine Liability Act.* Should the Activities take place in a state with an equine activity liability law, Participant acknowledges reading the applicable state warnings and/or provisions set forth below.

****FLORIDA WARNING****

Under Florida law, an equine 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.

- 4) *Miscellaneous.* This document is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable laws, only that clause will be void but the remainder shall stay in full force and effect.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT IT IS RELEASE OF CLAIMS AND THAT I AM ASSUMING RISKS INHERENT TO MY PARTICIPATION. AND I AGREE TO BE FULLY BOUND BY ITS TERMS.

Signature of Participant

Date

Printed Name of Participant

If Participant is Under 18 years of age – Name & Date of Birth of Participant (Under 18 Years of Age)

Printed Name of Parent or Legally-Appointed Guardian

Full Address for Participant, Parent or Legally-Appointed Guardian

Email Address

Scheduled Ride Time