

HORSEBACK RIDING RELEASE, EXPRESS ASSUMPTION OF RISKS, CONSENT, WAIVER, & INDEMNITY AGREEMENT

READ CAREFULLY THESE IMPORTANT CONDITIONS FOR PARTICIPATION THAT AFFECT YOUR RIGHTS & OUR LIABILITY
(Initial and sign below to confirm your agreement)

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. Fla. Stat. § 773.04.

In consideration for the opportunity to participate in the horseback riding, provided by The Canyons Inc. d/b/a The Canyons Horseback Trail Rides, and recognizing the consequences of Florida law, I, the undersigned participant, hereby acknowledge and agree:

_____ I understand that horseback riding entails risks of serious possible, emotion or physical injuries (including paralysis), illness, or death, to me, to others, and to property, due to falls, to contact with objects, other persons, or the environment, to equipment failure or errors, or to moving, motion, or loss of balance, while mounted or unmounted, or being aboard or transported by the animals, because horses are large animals, which may act unpredictably by such actions as biting, bucking, lying down, stumbling; running away.

_____ I expressly hereby assume the risk of such injury, illness, damage, or death, that may occur as a result of my participation in the horseback riding activities, whether mounted or unmounted, whether resulting from the negligence of any party, including myself, and also even negligence on the part of The Canyons, Inc., its respective employees, officers, directors, stockholders, agents, successors-in-interest, and assigns (Released Parties) themselves, whether passive or active.

_____ I represent and agree that I am in reasonably good health and physical condition, am appropriately dressed, am not pregnant, have no existing injuries or limitations, have no musculoskeletal disorders, have no heart condition or condition of hemophilia, do not have epilepsy or other seizure disorders, and am not under the influence of alcohol, or any drug, prescription or illegal, or any other substance, that would affect or impair my judgment, in order to participate in the recreational horseback riding activities provided by The Canyons, Inc.

_____ I hereby waive and release, discharge, and covenant not to sue, forever, Released Parties, for any claims of liability against them, whether for any injury, illness, loss, damages, or death to myself, my family, my heirs, my assigns and representatives, or any claims against me by third persons for such injury, illness, damage, loss, or death.

_____ By signing this Release, Express Assumption of Risks, Consent, Waiver, & Indemnity Agreement, I hereby acknowledge that I understand the conditions stated in it, and that my participation in the recreational horseback riding activities provided is solely based on those conditions and my agreement to them.

_____ I further agree to save, defend, indemnify, and hold harmless (i.e., defend and pay, including costs and attorneys fees, including appellate proceedings) Released Parties from any claim or lawsuit by me, or by anyone purporting to act on my behalf, my family, my estate, my heirs, or my assigns, for damage, injury, illness, loss, or death, arising directly or indirectly out of my choice to participate in the recreational horseback riding activities provided by The Canyons, Inc.

_____ I intend that this Agreement be enforceable to the fullest extent provided by law, and in the event that any of the terms set forth in this Agreement or any word, phrase, clause, sentence (including without limitation any geographic, temporal or participatory restrictions), part, or provision should be found to be illegal, void, or unenforceable for any reason, such word, phrase, clause, sentence, part, or provision shall be modified or deleted in such manner as otherwise required, in to extend the fullest effects, rights, duties, and protections under this Agreement, as so modified, so that the validity of the remaining words, phrases, clauses, sentences, parts, and provisions shall not be affected thereby and shall be deemed, interpreted, and enforced, as being severable and independent from such illegal, void, or unenforceable provisions, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and all other valid provisions shall survive and continue to bind the parties, and be interpreted and enforced, as if such illegal, void, or unenforceable provisions were never a part of this Agreement.

_____ I agree that this Agreement shall be interpreted and enforced according to the laws of the State of Florida, notwithstanding the choice-of-law rules or conflicts of laws principles of this State, or of any other state, territory, province, or nation; and any claim or action relating to, or arising out of, this Agreement, or the recreational horseback riding activities to which it applies, may be brought only in a court located in, or comprising, Marion County, Florida; and only after participation in a presuit mediation conference, which is a prerequisite condition to bringing suit.

_____ I agree to follow and comply with all conditions, rules, and directions by Released Parties, and that failure to do so is reasonable basis to be excluded from participation in the recreational horseback riding activities provided.

_____ By signing and completing the information set out below in this Agreement, I acknowledge that I have read and fully understand this Agreement, and am of lawful age and legally competent to agree to and sign the Agreement knowingly and voluntarily.

Full name: _____ DOB: _____ Age: _____

Height: _____ Weight: _____

Address: _____ City: _____ State: _____

Telephone: _____ Email: _____

Date: _____ Participant's signature: _____

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