

## AGREEMENT WAIVING & REFUSING PROTECTIVE EQUESTRIAN HEADGEAR

### READ CAREFULLY BEFORE SIGNING!

**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.**

\_\_\_\_\_ I acknowledge that I have been fully warned and advised of the dangers and risks involved in horseback riding without wearing a properly fitted and secured, certified (by ASTM/SEI Equestrian standards) helmet, whether riding or being around horses on the premises of The Canyons LLC, d/b/a The Canyons Horseback Trail Rides, in order to reduce or prevent the severity of possible head injuries or death, resulting from horseback riding, including, but not limited to, 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 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 further acknowledge that I have been fully warned and advised that I should purchase and/or wear a properly fitted and secured, certified (by ASTM/SEI Equestrian standards) helmet, whether riding or being around horses on the premises of The Canyons LLC, d/b/a The Canyons Horseback Trail Rides.

\_\_\_\_\_ I hereby refuse to purchase or wear such a properly fitted and secured, certified (by ASTM/SEI Equestrian standards) helmet, whether riding or being around horses on the premises of The Canyons LLC, d/b/a The Canyons Horseback Trail Rides, intentionally, knowingly, and voluntarily waiving the protection and critical safety precaution of such a helmet, and by so refusing and waiving, do also hereby release, discharge, and acquit The Canyons LLC, its respective employees, officers, directors, stockholders, agents, successors-in-interest, and assigns (Released Parties) from any and all claims for injury, illness, damages, loss, or death that may arise resulting from the failure to wear such a properly fitted and secured, certified (by ASTM/SEI Equestrian standards) helmet.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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 waiver and refusal 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.

\_\_\_\_\_ 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, for myself.

Full name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Participant's signature