



4406 Veterans Memorial Dr
Tallahassee, FL 32309

EQUINE ACTIVITIES GENERAL RELEASE & WAIVER OF LIABILITY

I, _____ (hereinafter referred to as Participant), being permitted to be a tenant, lessee, spectator, rider, trainer, owner, groom, attendant, referee, umpire or judge, or any other equestrian or equestrian related activities including showing horses, taking lessons, jumping, walking or riding (all of the foregoing by way of example and not by way of limitation), the receipt and sufficiency whereof is all hereby acknowledged, do hereby agree and consent to the following:

RELEASE AND WAIVER FROM LIABILITY

In consideration of being permitted to participate in any capacity in activities as set forth above, I, by execution of this General Release and Waiver of Liability, do hereby release all owners (Julia and Andres Capdevila, Moccasin Stables' Owners), operators, employees, volunteers and any and all other persons associated in any way with the properties at 4402 and 4406 Veterans Memorial Drive, Tallahassee FL (hereafter referred to as The Property) as well as all related and affiliated companies and corporations, and hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the owners for any and all damage, and any claims, including any claim of personal injury, death, or injury to or loss of personal property, whether arising from control or supervision of spectators, providing or failing to provide ambulance service, medical care, nursing care, paramedic care, basic life support care, emergency trauma care, advanced life support care, first aid, emergency communication, emergency transportation, or design, maintenance or repair of any facility or anything or any other act caused by The Owners or otherwise while I am in or upon the premises of The Property. All personal property kept, placed or left on or about the premises of The Property shall be at my sole risk as to loss, theft, injury or damage and The Property shall have no responsibility for such loss, theft, or damage to any such personal property.

HOLD HARMLESS

I hereby agree to **INDEMNIFY AND SAVE AND HOLD HARMLESS** The Owner from any loss, liability, damage, or costs that The Owner may incur due to my presence or the presence of my employees, agents or invitees in or upon the premises, property and grounds of The Property.

ASSUMPTION OF RISK

I hereby acknowledge and agree that horses, equine, riding, hacking, cantering, galloping, polo, jumping and/or all other equestrian activities are dangerous and involve risk of serious injury and/or death and/or property damage and that the horses, equine, riding, hacking, cantering, galloping, polo, jumping and/or all other equestrian activities are extremely dangerous and ultra hazardous. I consciously and voluntarily assume all such risks, dangers and hazards inherent in these activities.

DAMAGE

I agree to be responsible for all damage caused by me, my animals, or anyone utilizing the premises, property or grounds of The Property with the consent of or at my request.



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COSTS OF ENFORCEMENT

I agree to be liable for all of The Owner's reasonable attorney's fees and other costs resulting from my breach of any provision of the Release and Waiver. I further expressly agree that the foregoing release, waiver and indemnity provisions are intended to be as broad and inclusive as is permitted by law.

CHOICE OF LAW AND VENUE

I agree that this Release and Waiver shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Release and Waiver, the parties hereto hereby designate Leon County, Florida, as the proper jurisdiction and the venue in which same is to be instituted.

Participant Initials _____

Parent / Guardian Initials if participant is a minor _____

**CAUTION: HORSEBACK RIDING CAN BE DANGEROUS.
RIDE AT YOUR OWN RISK.**

PHOTO RELEASE

I, _____ will mark the space below to grant or not grant permission of photos of my child to be used in the manner of promotional material, social network, facility's website, facility's bulletin boards, show to current or prospective clients.

Parent/Guardian Signature: _____



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Under Florida Law, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

FLORIDA STATE STATUTE 773.04

Having read the preceding, I acknowledge my understanding of those risks set forth herein and knowingly agree to accept full responsibility for my exposure to such risks. I acknowledge a full and complete understanding of the limitations of liabilities and waiver of certain rights that I may have and granting of releases contained herein and knowingly consent thereto. **This agreement shall remain in effect beginning the date first signed by participant and for all dates thereafter.**
Protective helmets are available to all riders.

Please Initial
Signed this date the _____ day of _____, 20_____.

Participant: _____
Print Name

Signature: _____
(Parent or Guardian signature if a minor child)

These fields must be complete in full! Please Print Clearly

Participant Age (if under 18) _____

*Parent / Guardian (if participant is under 18 yrs)

(Please print name)

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ Cell Phone (_____) _____

Email Address: _____

*Emergency Contact _____

Relationship _____