

**National and State Park Concessions, Inc.
FLORIDA WARNING**

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

Rock Springs Riding Ranch, hereinafter known as "THIS STABLE"
Located in Wekiva River Basin State Parks, Florida

**PLEASE READ CAREFULLY BEFORE SIGNING
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY**

A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE-** I, the following listed individual, and the parent or legal guardian thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/or equestrian services and/or guide and outfitter services provided by THIS STABLE today and on all future dates:

PARTICIPANTS NAME (Please Print Name)	AGE (If under 21)	WEIGHT 250 lbs	Over	HORSE RIDING EXPERIENCE (Check one which applies)
	AGE _____ Date of Birth _____	_____	Yes No	____ Beginner (under 10 hours) ____ Over 10 hours

Does this rider have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse? (Circle One)
YES NO If yes, describe here:

MEDICAL INSURANCE I / WE AGREE THAT should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses: My medical insurance company is _____ My Policy Number _____

↓ WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS MUST ALSO INITIAL

- _____ B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS - This agreement shall be legally binding upon the registered participant and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State and county of this STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or am near horses on or off of THIS STABLE'S property. Any dispute by the participant shall be litigated in, and venue shall be the county in which this STABLE is physically located. This agreement is intended to be broad and inclusive as law permits. If any clause, phrase or words is in conflict with State law, than that single part is null and void. The term "HORSE" and "EQUINE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "PARTICIPANT" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.
- _____ C. INHERENT RISKS / ASSUMPTION OF RISKS - I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sound, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a rider falls from a horse to ground it will generally be from a distance of 3½ - 5½ feet, and the impact may result in injury to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.
- _____ D. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES - I / WE ACKNOWLEDGE THAT: the participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I / WE ACKNOWLEDGE THAT the meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and/or wild and/or rugged and/or uncultivated area or region, as of forest and/or hills and/or mountains and/or plains and/or wetlands which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I / WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant changes in condition according to weather, temperature, and natural and man-made changes in landscape. I / WE ALSO ACKNOWLEDGE THAT these are just some of the risks and I / WE agree to assume others not mentioned above. I / WE are not relying on THIS STABLE to list all possible conditions for me. The participant and parents or legal guardian have inspected THIS STABLE'S facilities and are satisfied that the premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon THIS STABLE'S premises.
- _____ E. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING - I / WE ACKNOWLEDGE THAT: When approaching, mounting and riding horses, I must not carry loose items that may fall, blow away, flap in the wind, or bounce, or make sharp noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp, loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

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- _____ F. **SADDLE GIRTH LOOSENING WARNING - I / WE ACKNOWLEDGE THAT:** Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential for a rider to fall from the animal.
- _____ G. **PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING - I / WE ACKNOWLEDGE THAT:** I, for myself and on behalf of my child and/or legal ward, have been fully warned by THIS STABLE that protective headgear/helmet which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet, should be worn while riding, handling and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happenings as the results of a fall and other occurrences. . I / WE ACKNOWLEDGE THAT: THIS STABLE has offered me, and my child, protective headgear / Helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet. . I / WE ACKNOWLEDGE THAT: Once provided, if I choose to wear the protective headgear/helmet offered that I / WE will be responsible for properly securing the headgear/helmet on the participant's head at all times. I am not relying on THIS STABLE and/or its associates to check any headgear/helmet or headgear /helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.
- _____ H. **THIS STABLE'S PROTECTIVE HEADGEAR / HELMET POLICY :** I understand and agree that THIS STABLE requires riders to wear SEI CERTIFIED ASTM STANDARD F1163 protective headgear/helmet according to the following requirements.

<u>Riders Age</u>	<u>Protective Headgear / Helmet Requirement</u>
9 - 15 Yrs	Must wear the protective Headgear / Helmet
16 & 17 Yrs	Must wear the protective Headgear / Helmet unless their parents or legal guardians sign the refusal statement in the box that follows.
Above 18	Must choose to wear or not to wear the protective Headgear / Helmet by checking the acceptance or refusal box that follows.

I. PROTECTIVE HEADGEAR / HELMET ACCEPTANCE OR REFUSAL SECTION FOR RIDERS 16 YEARS AND OLDER

Check your choice

PROTECTIVE HEADGEAR / HELMET ACCEPTANCE: I / WE request for this participant to wear protective headgear/helmet which THIS STABLE provides and will be solely responsible for securing the headgear/helmet on the participant's head.

PROTECTIVE HEADGEAR / HELMET REFUSAL: I / WE refuse for this participant to wear any type of protective_headgear/helmet and/or will provide MY / OUR own. I / WE assume full responsibility for MY / OUR safety in this decision.

- _____ J. **LIABILITY RELEASE:** I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth, herein, I, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and other acting on their behalf (hereinafter collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and/or ITS ASSOCIATES ordinary negligence or legal liability; and I do further agree that, except in the event of THIS STABLE'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE to include while riding, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody and control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.
- _____ K. **EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: FLORIDA WARNING:** Under FLORIDA Law, an equine sponsor or equine professional is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document

SIGNER STATEMENT OF AWARENESS

I / We, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF RIDER (Spouses must sign for themselves) _____
DATE

Signature of parent or guardian and/or spouse #1 _____
DATE _____
Signature of parent or guardian and/or spouse #2 _____
DATE FOR

NAME OF RIDER _____
RELATIONSHIP TO PARTICIPANT

Address in full _____ Home Phone _____

Business Phone _____

PERSON TO CONTACT IN CASE OF EMERGENCY _____ PHONE NUMBER _____