



Release and Waiver of Liability

1. This Release and Waiver of Liability, and any action brought in relation to it, is governed by the laws of the State of Florida and applies to all equine activities undertaken by the undersigned at or with LCH Equestrian, LLC and/or its staff at ANY and ALL locations (locus/loci) LCH Equestrian, LLC and its staff provide equine professional services.
2. The primary locus in which LCH Equestrian, LLC and its staff operate is: Sunflower Hill Farm at 7600 SW 140th Avenue, Dunnellon, FL 34432.
3. **Equine Activity Liability, FL Statute 773.02, General Provisions:** Except as provided in FL Statute 773.03, Limitation on Liability for Equine Activity; Exceptions, an equine activity sponsor, professional, or any other person, including a corporation or partnership, **shall NOT be liable** for an injury to or death of a participant resulting from the inherent risks of equine activities. Except as provided in s. 773.03, no participant nor any participant's representative shall have any claim against or recover costs from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities.

Notice: Under FL Statute 773.01(6) **"Inherent risks of equine activities"** means those dangers or conditions which are an integral part of equine activities, including, but not limited to: (a) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) certain hazards such as surface and subsurface conditions; (d) collisions with other equines or objects; and (e) the potential of a 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 animal or not acting within his or her ability.

4. By signing this agreement, you acknowledge that you (or your minor child) are directly or incidentally engaging in equine activities and are therefore a "participant" as construed in Paragraphs 1 and 2 above and will hereafter be referred to as "Participant" for the purposes of this waiver.
5. Participant hereby acknowledges the equine activities undertaken by them are intrinsically dangerous and involve risk of serious bodily injury, death, and property damage. In consideration for the equine professional services provided by LCH Equestrian, LLC and its staff, Participant hereby assumes full responsibility for bodily injury, death, property damage, and any damage to an animal. Participant hereby agrees to indemnify, save, and hold harmless LCH Equestrian, LLC, its staff, and the locus/loci LCH Equestrian, LLC was operating at the time of the incident, from any loss, liability, damage, or cost they (or their personal representatives, assigns, heirs, or next of kin) may incur due to the equine activities Participant chooses to engage in. Initial: _____

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6. Participant expressly acknowledges that LCH Equestrian, LLC and its locus carry no insurance coverage of any kind (liability, injury, mortality, theft, etc.) for Participant's horse and do not guarantee liability, medical, or mortality insurance for Participant.
7. Revocation/Lapse: This waiver shall remain valid from the date signed below until expressly revoked in writing by Participant. Unless expressly revoked, and regardless of the regularity of Participant's equine activities, this waiver does not lapse.
8. Choice of Law: Participant hereby agrees that any cause of action arising out of this Release and Waiver of Liability shall first seek arbitration through Alternative Dispute Resolution (ADR). Failing that, any cause of action arising out of this Release and Waiver of Liability shall be heard in a Florida State Court and adjudicated under the laws of the State of Florida.
9. Severability: If a court should hold any portion of this Release and Waiver of Liability invalid, all other portions of this contract shall remain valid and in full force and effect.
10. Participant expressly acknowledges that LCH Equestrian, LLC and its staff have made no other oral representations, statements, or inducements apart from this written agreement.
11. Participant has read, understands, and knowingly agrees to all terms of this Release and Waiver of Liability.

Participant's Signature

Parent/Guardian's Signature if Participant < 18yrs

Participant's Printed Name

Parent/Guardian's Printed Name

Date

Participant's Emergency Information



Riding skill (if applicable, rate 1-10): _____

Do you wear a Ride-Safe bracelet or other medical tag? Yes No

Do you have any known allergies? If yes, please list: _____

Do you have any pre-existing medical conditions? If yes, please list: (Optional Disclosure) _____

Emergency Contact and Relation

Emergency Contact Phone Number