

HORSE RIDING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT FOR INDIVIDUALS RIDING THEIR OWN ANIMALS ON NON-OWNED PREMISES

Goethe Trailhead Ranch

Premises Owners Name, hereinafter known as "THIS STABLE"

9171 SE County Road 337, Dunnellon, FL 34431

Location or Address of THIS STABLE

- A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** I the following listed individual hereinafter known as the "RIDER" and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in horse riding of THIS STABLE'S premises, on the RIDER'S own arrangement borrowed or leased by RIDER'S own arrangement.

Rider Name

Age (if under 18)

Medical Insurance -- I/we agree that: Should medical treatment be required, I and/or my medical insurance company shall pay for all such incurred expenses.

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered RIDER, 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, to be on THIS STABLE'S property, be near any horse, receive instruction and/or guidance from its associates and/or when I ride and/or am near horses on or off of THIS STABLE'S property. Any disputes by the rider shall be litigated in, and venue shall be the county in which THIS STABLE is located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered student and the parents or legal guardians thereof if a minor.

- C. **INHERENT RISKS/ASSUMPTION OF RISKS** I/WE ACKNOWLEDGE 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 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 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities 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 that has 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. **CONDITIONS OF NATURE WARNING. UNFAMILIAR AND SUDDEN SIGHTS. SOUNDS AND MOVEMENTS WARNING AND INSPECTION OF PREMISES** 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 change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume other not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The RIDER and parent or legal guardian have inspected THE STABLE'S facilities and I/WE are satisfied that all premise conditions are reasonably safe for this RIDER'S intended purpose, usage and presence upon THIS STABLE'S premises.

- E. **PROTECTIVE HEADGEAR WARNING** I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANARD F 1163 Equestrian Helmet, should be