

**ASSUMPTION OF RISK, RELEASE OF LIABILITY & WAIVER OF CLAIMS**  
**AGREEMENT FOR MINOR PARTICIPANT**

In consideration of being allowed to use the facilities and participate in Equine Riding Instruction and boarding and other activities (collectively the "Activities") provided by AAA Equestrian, Inc. (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host, its owners, affiliates, employees, and/or agents arising out of the inherent risks of participating in the Activities and/or use of the Host's equipment ("Equipment"). As used herein, the term "Equipment" shall include equine animal
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT;** and
- c) **TO RELEASE** the Host, its owners, affiliates, employees, and/or agents, from all liability for any loss, damage, injury, or expense forming the basis for a claim and/or cause of action that the Participant [or his/her parent(s) or natural guardian(s)] may suffer, arising out of the inherent risks of participation in the Activities and/or use of the Equipment.

**Personal Responsibility**

**The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.**

**If helmets are recommended to use while participating in the Activities, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.**

**If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.**

**I, \_\_\_\_\_ (parent/natural guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Activities and using the Equipment can be reduced by following the rules and through the use of common sense and good judgment.**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF AAA EQUESTRIAN, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM AAA EQUESTRIAN, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND AAA EQUESTRIAN, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**Equine 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.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Florida, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Natural Guardian Name (PRINTED): \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_