



CLAUDIA HEATH FARM

LIABILITY RELEASE

This Liability Release and Assumption of Risk is made and entered into this _____ day of _____, 201__, by between **Claudia Heath Farm**, hereinafter designated Equine professional and _____, hereinafter **designate participant**; and, if participant is minor, **participant's parent or guardian**, _____. In return for the use today, and all future days, of property, facilities, and services of the Equine professional, the participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Participant is responsible for **full and complete insurance coverage** on his horse, personnel property and himself.
2. Participant understands the **Inherent Risk** in and around equine activities. There are dangers or condition that are integral part of equine activities, including but not limits to: the propensity of an equine to behave in ways that may result in injury or harm or the death of a person around the equine: including **bucking, kicking, rearing, shying or stepping on**: the **unpredictability** of an equine's reaction to such things as medication, sounds, sudden movement, unfamiliar objects, persons or other animal; hazards, such as surface and subsurface ground condition; collisions with the person's ability, and/or in a negligent manner.
3. Participant expressly assumes **responsibility for all risks involved in or arising from participant's use of or presence upon equine professional's property and facilities** including, without limitation but not limited do: the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
4. Participants agree to hold equine professional and al successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from al liability whatsoever and **agrees not to sue** them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of a participant's use of or presence upon Equine Professional's property and facilities, including without limitation, those based on death, bodily injury, property damages are caused by direct, willful and wanton gross negligence of the equine professional.
5. Participant agrees to indemnify and defend Equine Professional against, and hold harmless from, any and all claims causes of action, damages, judgment, cost or expenses, including attorney's fees, which in any way arises from participant's use of or presence upon the Equine Professional's property and

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facilities.

6. Participant agrees to abide by all of Equine professional's rules and regulations and Participants is responsible for using protective gear; I.e. hard hat and boots.
7. This contract is not- assignable and non-transferable and is made and entered into the State of Florida, and shall be enforced and interpreted under the laws of this State.
8. **Warning: under the Florida law, and equine activity sponsor Equine professional is not liable for injury to, or death of, a participants in equine activities resulting from the inherent risk of equine activities.**

9. **PARTICIPANT AND/OR PARENT'S AGREEMENT**

I give permission for photographs and video footage of me and/or my child to be used by Claudia Heath Farm for promotional purposes. It is understood that, if accepted, I agree to follow the payment schedule. I hereby give permission to Claudia Heath Farm to authorize the necessary medical treatment in the event of a medical emergency. *If I am available*, I understand that CHF will always attempt to contact me before doing so.

When the Participant (Participant's parent or guardian, if Participant is a minor) sign this contact, it will then be binding.

I have read and understand this release _____, ____/____/201____
Participant's parent or guardian signature

_____, ____/____/201____
Participant's signature

Address: _____

Email: _____

Home Phone # (____) ____ - _____ Cell Phone # (____) ____ - _____