

**Waiver of Liability**

This Waiver of Liability is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between True Blue Farm, LLC, hereinafter designated Equine Professional, and \_\_\_\_\_ hereinafter designated as Participant, and if Participant is a minor, Participant's parent or Guardian \_\_\_\_\_. In return for the use today and on all future days of property, facilities, and services of the Equine Professional, the Participant, her heirs, assigns, legal representatives, hereby agree to the following:

1. Participant is responsible for full and complete insurance coverage on his or her horse, personal property and/or self.
2. Participant understands that there are inherent risks of an equine activity.

**Inherent Risks of an equine activity means a danger or condition that is an integral part of an equine activity including, but not limited to, the following:**

- a. the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- b. the unpredictability of an equine's reactions to sounds, sudden movements, unfamiliar objects, persons, other animals;
- c. hazards, including, but not limited to, surface or subsurface conditions;
- d. a collision with another equine, another animal, a person or an object;
- e. the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
3. Participant expressly assumes responsibility for all risks involved in or arising from Participant's use or of presence upon Equine Professional's property and facilities.
4. Participant agrees that the Equine Professional is not liable in damages in a tort or other civil action for harm that an equine participant allegedly sustains during an equine activity and that result from an inherent risk of an equine activity.
5. Participant agrees that he or she does not have a claim or cause of action against, and may not recover damages in a tort or other civil action against Equine Professional for harm that an equine participant allegedly sustains during an equine activity and that result from an inherent risk of an equine activity.
6. Participant agrees to hold Equine Professional and all heirs, assigns and legal representatives completely harmless and not liable, and releases them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, cause of action, injuries, damages, costs, or expenses arising out of Participant's use of or presence on the equine professional's property or facilities.
7. Participant agrees to indemnify and defend Equine Professionals against and save harmless from any and all claims, cause of action, lawsuits, damages, expenses, including attorney's fees, which in any way arise from Participants use of or presence upon Equine Professional's Property and facilities.
8. Participant agrees to abide by all Equine Professional's rules and regulations regarding Participants activities upon the property and facilities.
9. Participant agrees that Participant's horse shall be free from infectious, contagious, or transmissible disease. Equine Professional reserves the right to refuse a horse if not in proper health upon arrival.
10. Under Florida Law, an equine professional is not liable for the injury to, or the death of, a participant in equine activities resulting from inherent risks of equine activities.
11. This contract is non-transferable and non assignable and is made and entered into in the state of Florida and shall be enforced and interpreted under the laws of this state.
12. When the equine professional and Participant, (if participant is a minor, the participant's parent or guardian) sign this Waiver of Liability, it will then be binding.

\_\_\_\_\_  
Shana Chiappone, True Blue Farm, LLC

**I have read and understand this Waiver of Liability.**

\_\_\_\_\_  
Participant or participant's parent or guardian signature

**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_  
**Email** \_\_\_\_\_