

REGISTRATION FORM

RIDER # _____

BENEFIT POKER RIDE

HORSE NAME _____

**EAGLE ROCK EQUESTRIAN CLUB
OF FLAGLER COUNTY FLORIDA**

Print Rider Name: _____

Mailing Address: _____

City: _____ **State:** _____ **Zipcode:** _____

How Did You Hear About The Ride? _____

**Your E-Mail Address
For Our Upcoming Rides:** _____

**EQUINE ACTIVITY UNCONDITIONAL AND FULL GENERAL
RELEASE AND INDEMNITY AGREEMENT**

A. I _____ for and in consideration of the acceptance of my participation and/or the participation of my child or ward, while on or off the property known PRINCESS PLACE PRESERVE, located at 2500 PRINCESS PLACE ROAD, PALM COAST, owned by _____, ride, mount, inspect, handle any horse on the property or participate as a spectator, **FULLY UNDERSTAND and AGREE TO ASSUME THE RISKS** incidental to such participation. Those risks include, but are not limited to:

- (1) Horseback riding is classified as Rugged Adventure Recreational Sport Activity;
- (2) Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human;
- (3) A horse may be startled by sudden movement, noise or other factors, and may shy suddenly, rear, stop short, change direction or speed at will, bite, buck, kick or run with its rider and that no horse is a completely safe horse; and
- (4) There are numerous obvious and non-obvious inherent risks always present in such Equine activity while on or off the property, despite all safety precautions.

Initials: _____

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. Florida Statute § 773.04

B. I, for myself and for my minor child or ward, have been fully warned by _____ that all horse riders and handlers should wear protective headgear while riding a horse(s) on the property. I do understand that the wearing of such headgear at these times may reduce serious injury to the wearer's head and possibly prevent death as the result of a fall and other occurrences.

Initials: _____

C. I agree to assume the risks incidental to such participation, on my own behalf, on behalf of my child or ward, and on behalf of my child's or ward's heirs, successors, assigns, executors and administrators. I hereby **RELEASE** and forever discharge the released parties defined below, of all liabilities, any and all claims, demands, actions, causes of action, suits in equity of whatever kind or nature, damages, costs or expenses, including but not limited to attorney's fees, arising out of or in any way connected with my participation and/or the participation of my child or ward in such equine activity.

Initials: _____

D. I further agree to **INDEMNIFY** and **HOLD HARMLESS** the released parties against any and all such liabilities, any and all claims, demands, actions, causes of action, suits in equity of whatever kind or nature, damages, costs or expenses, including but not limited to attorney's fees, and disbursement. Each party shall cooperate, and cause its Affiliates to cooperate, in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony and attend such

conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith. Initials: _____

E. The released parties are _____, and any and all trainers, partners, employees, agents, representatives, directors, officers, successors, heirs and assigns of each. I understand that this release and indemnity agreement includes any claims based on negligence, or otherwise, whether by actions or inaction, whether known or unknown, anticipated or unanticipated, of any of the above released parties and covers bodily injury and property damage, whether suffered by me, my child or ward, or my horse, before, during or after such participation. Initials: _____

F. I have inspected the premises of _____ and I am satisfied that all conditions are reasonably safe for my intended purpose, usage and presence upon the premises. Initials: _____

G. This Equine Release and Indemnity Agreement shall be governed by and in accordance with laws of the State of Florida. Any legal action must be brought in _____ County, Florida. If any clause, phrase or word is in conflict with Florida State Law then that single part only is null and void. Initials: _____

H. This Equine Activity Release and Indemnity Agreement is given freely and voluntarily by the participant and is meant to remain in existence throughout the duration of the equine activity and for subsequent participation of equine activity for a period no longer than one year from the effective date of this Agreement. Initials: _____

I/WE, THE UNDERSIGNED, HAVE READ, AND DO UNDERSTAND THE TERMS OF THIS AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND KNOWINGLY RELEASE, WAIVE LIABILITY AND HOLD HARMLESS _____

Signature of Participant Date

Signature of Legal Guardian if Participant is a Minor Child Date

Signature of Owner Date

Participant(s) Name _____

Address _____

Home Telephone Number _____

Cell Telephone Number: _____

Business Telephone Number _____