

## **RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

The undersigned, as a Participant/Spectator/Visitor/Guest/Client (collectively "Participant"), on his/her own behalf and, if applicable, as the Parent(s)/Legal Guardian(s) of a minor Participant/Client (minor included as "Participant"), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, and Indemnification Agreement ("Agreement") between Participant and Everfrost Equine LLC.

WARNING Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risks of equine activities.

FLORIDA STATUTES 1993, Title XLV TORTS, CHAPTER 773 EQUINE ACTIVITIES, Fla. Stat. 773.01 (1993)

**1. Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities (as defined below), while mounted or unmounted, as well as merely being near a horse, mule, or pony (collectively "equine"), include, but are in no way limited to: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (i.e. jump, run, kick, buck, bolt, spin, rear up, strike, bite, etc.); (ii) The unpredictability of an equine's reaction to sounds (i.e. machinery, equipment, doors opening and closing, rain, wind, thunder, voices, animals, fireworks, guns, motors, etc.), sudden movement, and unfamiliar objects, persons, other animals (i.e. loose or contained dogs, chickens, birds, deer, etc), or other things (i.e. jumps, poles, cones, flowers, flags, golf carts, mini- bikes, water, banks, rocks, etc., and training devices such as whips, bats, spurs, etc.); (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other equines or objects; (v) The potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability; and (vi) The possibility that riding and training tack and equipment may contribute to or cause injury to Participant. Participant agrees that engaging in Equine Activities under this Agreement includes, but is in no way limited to, those defined in the Florida Equine Activity Liability Statute, as well as riding one's own equine or another's owned equine, petting, leading, feeding, watering, bathing, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines ("Equine Activities"). Participant understands the injuries, death, loss (both personal and property), and property damage that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Participant is not relying on Released Parties (as defined below) to list all possible equine-related risks. Participant acknowledges understanding the USEF Federation Rules about protective equipment, understands that he/she is entitled to wear protective equipment without penalty, and acknowledges that he/she is strongly encouraged to do so while warning that no protective equipment can guard against all injuries. Participant therefore agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to inspect and remain responsible for the condition and proper adjustment of Participant's tack and equipment, agrees to at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, riding a horse belonging to Participant or someone else, whether on or off the property where the horse is stabled and/or transported to, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by Sydney Frost, Everfrost Equine LLC and/or their respective owner(s)/landlord(s) of the property, their heirs, trustees,

beneficiaries, members, managers, agents, employees, insurers, successors, and assigns, heirs, trustees, beneficiaries, members, managers, partners, assigns, agents, employees, volunteers, guests, visitors, and invitees, independent contractors, clinicians, trainers, course builders and designers, other owner(s) of real estate upon which the injury occurred, and others acting on their behalf, (collectively "Released Parties") regardless of whether or not Participant's presence on the real property is related to equines or Equine Activities.

**2. Release, Hold Harmless, Indemnification:** Participant agrees to release and hold Released Parties harmless for any illness, injury, death, damage, or other loss (collectively "Loss") incurred, by Participant or Participant's property, unless caused by the Released and Held Harmless Parties' willful and wanton misconduct. Trainer shall not be responsible for theft, loss, or damage of any tack or equipment, or other property stored on the premises. Participant agrees to indemnify Released Parties against any Loss sustained or suffered by any third party, whether caused by Participant directly or indirectly, through negligence or other wrongdoing, and Participant agrees to indemnify Released Parties for Released Parties' incurred attorneys' fees for pursuing or defending against any such Loss.

**3. Governing Law and Time Limitation:** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Hillsborough County, Florida. The parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. Participant agrees that any and all claims and/or causes of action for Loss by Participant against the Released Parties must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars).

**4. Attorneys' Fees:** Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims involving, or in any way relating to, Participant.

**5. Participant Certification:** Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

**WARNING UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A CLIENT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Participant signing on my own behalf, and, if applicable, on behalf of my minor child participant

Printed Name: \_\_\_\_\_

Emergency Contact Name and Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/E-Mail: \_\_\_\_\_

## **LANDLORD PROTECTION RIDER**

Mandatory Addendum to All Releases, Waivers, Hold Harmless, and Indemnification Agreements

This Landlord Protection Rider ("Rider") is attached to and incorporated into the Release, Waiver, Hold Harmless, and Indemnification Agreement ("Primary Waiver") executed in favor of Everfrost Equine LLC. This Rider is intended to provide additional protections to the owner(s)/landlord(s) of the real property on which Everfrost Equine LLC operates.

### **1. Identification of Landlord**

For purposes of this Rider and the Primary Waiver, "Landlord" means the owner(s) of the real property upon which Everfrost Equine LLC operates, including the fee owner(s), lessor(s), and their heirs, trustees, beneficiaries, members, managers, agents, employees, representatives, insurers, successors, and assigns. Landlord is expressly included as a "Released Party."

### **2. Express Premises Liability Assumption**

Participant acknowledges the property is rural and agricultural in nature and may contain open and obvious as well as latent hazards, including but not limited to uneven terrain, holes, fencing, gates, stalls, barns, pole barns, sheds, tack rooms, driveways, parking areas, water systems, electrical systems, irrigation, tools, equipment, trailers, vehicles, golf carts, ATVs, livestock, wildlife, insects, reptiles, weather conditions, mud, standing water, and permanent or temporary improvements.

Participant voluntarily assumes all risks arising from entering upon or remaining on the property, whether or not related to equine activities, and waives all claims against Landlord arising from property conditions.

### **3. Release of Landlord for Negligence**

Participant releases, waives, and forever discharges Landlord from any and all claims, demands, causes of action, damages, losses, or liabilities, including those arising from ordinary or passive negligence, premises conditions, failure to inspect, failure to maintain, or failure to warn, except only for Landlord's willful and wanton misconduct as defined under Florida law.

### **4. No Control / No Joint Enterprise**

Participant acknowledges that Everfrost Equine LLC is an independent business operator, and that Landlord does not control, supervise, manage, or operate equine activities; does not provide training, instruction, safety oversight, or equipment; and that no partnership, joint venture, agency, or employment relationship exists between Landlord and Everfrost Equine LLC. Landlord bears no responsibility for the acts or omissions of Everfrost Equine LLC, its clients, invitees, contractors, employees, or animals.

### **5. Primary Defense, Indemnification, and Hold Harmless**

Participant agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, demands, actions, lawsuits, damages, losses, liabilities, costs, and expenses, including attorneys' fees and costs at all trial and appellate levels, arising out of or related to

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Participant's presence on the property; Participant's activities; acts or omissions of Everfrost Equine LLC, its agents, clients, invitees, contractors, employees, or animals; and any claim brought by a third party deriving rights through Participant. This obligation applies immediately upon assertion of a claim, regardless of allegations, except willful and wanton misconduct by Landlord.

## **6. Waiver of Subrogation**

Participant waives any and all rights of subrogation against Landlord and agrees that no insurer shall pursue recovery against Landlord for any loss, injury, or damage paid on Participant's behalf.

## **7. Binding Effect / Derivative Claims**

This Rider is binding upon Participant's spouse, heirs, executors, administrators, legal representatives, assigns, estate, and insurers, and constitutes a complete waiver of loss of consortium and derivative claims.

## **8. Survival**

All releases, waivers, indemnities, and obligations contained herein shall survive termination of any lease, license, or occupancy agreement and remain enforceable without limitation.

## **9. Severability**

If any provision of this Rider is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

### **ACKNOWLEDGMENT (Separate Signatures and Initials Required)**

I understand this Rider is separate, material, and legally binding. I agree it is incorporated into the Primary Waiver. I acknowledge that I have had the opportunity to ask questions and to seek independent legal advice before signing.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Initials: \_\_\_\_\_

**Operational Requirement:** This Rider must be attached to the Primary Waiver, signed, and initialed separately by each participant. No person enters the property without executing it.