

INSTRUCTIONS: Each parent must read and initial top section, read, print, sign, and complete section below

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 State Statute 773.04

(INITIAL)

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RELEASE AND INDEMNITY AGREEMENT

In consideration of the acceptance of my participation and/or the participation of my child or ward, in the renting of a horse, the taking of horseback riding/driving lessons, the preparation for horse showing, the boarding of horses, or the participation in horse shows from Carriage Gate Morgans, Inc., or any employee, agent, designee or assistant of Carriage Gate Morgans, Inc., and with the understanding that a horse maybe startled by sudden movement, noise, or other factors, even intentional other factors which are designed to make the horse "bright" such as fireworks, bags, or other noisemakers, and the animal may suddenly shy, rear, stop short, bite, buck, kick, or run with, or without its rider, I AGREE TO ASSUME THE RISKS in such participation including, but not limited to, those risks set out above, and, on my own behalf, or on behalf of my child or ward, and on behalf of my or my child's or ward's heirs, executors, and administrators, RELEASE and for ever discharge the released parties defined below, of and from all liabilities, claims, actions, damages, costs, or expenses of any nature, arising out of or in any way connected with my participation and/or the participation of my child or ward in horseback riding/driving, or horse show activities and further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs, or expenses, including, but not limited to, attorney's fees and disbursements.

The released parties are Carriage Gate Morgans, Inc., and any employee, agent, designee or assistant of same as well as, their parent, related, affiliated, and subsidiary companies, and their officers, directors, employees, agents, representatives, successors, and assigns of each. I understand that this release and indemnity agreement includes any claims based upon the negligence, gross negligence, actions, or inactions of any of the above released parties and covers bodily injury, death, and property damage, whether suffered by me, my child or ward, or my property, before, during, or after such participation in any equine activity.

I understand and it is my intention by executing this agreement to relieve Carriage Gate Morgans, Inc., or any employee, agent, designee or assistant from any and all liability, from Carriage Gate Morgans, Inc., or any employee, agent, designee or assistant's negligence in whole or in part. This would include Carriage Gate Morgans, Inc., or any employee, agent, designee or assistant's sole negligence; Carriage Gate Morgans, Inc., or any employee, agent, designee or assistant's joint negligence with others; and any combination of Carriage Gate Morgans, Inc., or any employee, agent, designee or assistant's negligence and others.

I am aware of the risks and dangers involved in horseback riding/driving and that both anticipated and expected dangers as well as unanticipated and unexpected dangers may arise,

particularly in preparing and showing horses. I expressly assume all risks of injury to my person, that of my child or ward, and property that may be sustained as a result.

I represent and certify that I am of age and that if I am under the age of eighteen (18) years, I represent and certify that I have the permission of my parents and/or guardian to participate in equine activities as evidenced by their signature on this document as well as my own.

I HAVE READ AND UNDERSTOOD THE ABOVE AND
AGREE TO ALL TERMS SET FORTH ABOVE.

Sign: _____

Print Name: _____

Date: _____

Minor Child Name: _____

Date: _____

Mailing Address: _____

Email Address: _____

Contact Phone: _____