



## M&M Equine Center, LLC Liability Waiver & Release

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, ORDINARY NEGLIGENCE OF THE STABLE, ITS OWNER, EMPLOYEES, AND AGENTS ("THE RELEASEES").**

### **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.**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

I hereby enter into this agreement in consideration of my ability and permission to ride or use any horse located at M&M Equine Center, LLC, located at 11151 NE 55<sup>th</sup> Ct, Anthony, Florida 32617.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, including but not limited to:

- Bites, kicks, abrasions, or contusions from horses
- Being thrown off or falling off horses
- Scratches or other injury from stalls or enclosures
- Scratches or other injury from grooming tools or other equipment and tack, including large machinery
- Allergic reaction to animals, hay, or other allergens
- Tripping in holes, on uneven ground, or on materials or equipment
- Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain/present other hazards

I hereby specifically forever waive and release M&M Equine Center, LLC and its principals and agents from any liability for injury arising out of the inherent risks from riding, working, or participating in a stable environment and/or with horses, as well as from the active negligence of M&M Equine Center, LLC, its principals, and its agents.

By signing this agreement I acknowledge that although there may be supervision during my time spent at M&M Equine Center, LLC, there will not be a nurse or medical professional on the premises and M&M Equine Center, LLC, its principals and agents bear no responsibility for my health or medical care.

I agree to indemnify, save, and hold harmless M&M Equine Center, LLC and its principals and agents from and against any loss, liability, damage, attorney's fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at M&M Equine Center, LLC or any acts or omissions of M&M Equine Center, LLC, its principals, or its agents.

By signing this Agreement, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at M&M Equine Center, LLC without restriction, without liability to M&M Equine Center, LLC, its principals or agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

If I am present at and participate in the activities of M&M Equine Center, LLC I do so at my own risk, and I hereby acknowledge and agree that M&M Equine Center, LLC and/or any of its principals and agents shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at M&M Equine Center, LLC



# M&M Equine Center, LLC

## Liability Waiver & Release

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. **Acknowledge that an equine may, without warning or any apparent cause**, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. **ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. **Voluntarily assume the risk and danger of injury** or death inherent in the use of the horse, equipment and gear provided to me by M&M Equine Center, LLC
4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** M&M Equine Center, LLC, doing business under its own name or any other name and/or any of its owners, officers, employees and agents for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
5. **Release M&M Equine Center, LLC**, its principals or agents from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** M&M Equine Center, LLC, instructors, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.
7. **The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Florida** and is intended to be as broad and inclusive as is permitted by **Florida Law (RIDE AT YOUR OWN RISK)**, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. **Acknowledge that this document is a contract** and agree that if a lawsuit is filed against M&M Equine Center, LLC or its owner, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.
9. **Acknowledge that is required that ALL riders, regardless of age, discipline, or skill level, wear an ASTM Certified protective helmet when mounted at all times on the property of M&M Equine Center, LLC.**

If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

Guardian/Participant's Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Guardian/Participant's Name (printed):

\_\_\_\_\_

Name(s) of Minor(s) under Guardian:

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