

M&H Stables
5450 Stable Way
Naples, Florida 34114

Manager: Joyce Holland

In consideration of the services of M&H Stables, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as M&H Stables). I Hereby agree to release, indemnify, and discharge M&H Stables on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical and emotional injury, paralysis, death, or damage to myself, my property, or to third parties. I understand that each risk simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: contact with wild animals, hiking and exposure to the elements. A horse, regardless of its naming and past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse and injured by the horse. Horses may do such things as, bite, kick, buck, lie down or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. You horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks, cliffs and other obstacles whether obvious or not whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance that can result in falling from the horse.

Furthermore, M&H Stables employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participants fitness or abilities. They might misjudge the weather or the other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntarily, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless M&H Stables from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or for my use of M&H Stables equipment, or facility, **including any such claims which allege neglect acts or omissions of M&H Stables.**

4. Should M&H stables or any action on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear all costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical, mental or physical, condition I may have.

6. In the event that I file a lawsuit against M&H Stables, I agree to do so solely in the state of Florida, and I further agree that the portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I agree I have had no drug or alcohol use before entering M&H Stables property or on M&H Stables property. I agree I am not impaired in any way due to drugs or alcohol on the day of the scheduled participation at M&H Stables.

Initial _____

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By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by the court of law to have waived my right to maintain a lawsuit against M&H Stables on the basis of any claim I have release them herein.

I have had significant opportunity to read this entire document. I have read and understood it, to it entirety, and I agree to be bound by its terms.

Signature of Participant _____

Printed Name _____

Address _____

Phone(____) _____

Date _____

Parents and Guardians Additional Indemnification
(must be completed for participants under 18)

In consideration of _____(minors name) being permitted by M&H Stables to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless M&H Stables form any and all claims which are brought by, or on behalf of the minor and which are in any way connected with such use or participation by minor.

Parent or Guardian: _____

Relationship to minor: _____

Printed Name: _____

Date: _____

WARNING UNDER THE FLORIDA LAW AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN ANY EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

Initial _____