

DIAMOND P EQUESTRIAN CENTER, LLC
Horse Riding and Activity Agreement and Liability Release Form
This form must be completed by and for each participant.

Please read carefully before signing

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.

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS FACILITY AND/OR ANY INSTRUCTOR CONNECTED WITH IT DOES NOT GUARANTEE YOUR SAFETY OR THAT OF ANY HORSE

Diamond P Equestrian Center, LLC will herein be known as and referred to as Diamond P.

In consideration for participating in horse-related activities, Training or instruction connected with Diamond P, the undersigned hereby agrees as follows:

A. REGISTRATION OF RIDER AND PURPOSE OF AGREEMENT: I, the following listed individual hereinafter known as the "RIDER" and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in horse riding or horse instruction on and about Diamond P, and that RIDER will ride a horse provided to him or her by Diamond P, his or her own horse, or one borrowed or leased by RIDER'S own arrangement, today and on all future dates: _____ (RIDER) _____ (age, if under 21).

B. SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon me, the RIDER, and the parents or guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and parental representatives. This agreement shall be interpreted according to the laws of the State of Florida. Any disputes by the RIDER shall be subject to paragraph K below and litigated in the county in which Diamond P is physically located. If any clause, phrase or word is in conflict with the laws of the State of Florida then that single part is null and void all others are intact. The term "HORSE" herein shall refer to all equine species. The term "RIDING" or "HORSEBACK RIDING" herein shall refer to riding, instruction in, or otherwise handling of or being near horses, ponies, mules, or donkeys whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse or otherwise handles or comes near a horse from the ground. The terms "I", "me", and "my" shall herein refer to the above RIDER and the parents or legal guardians thereof if a minor.

C. INHERENT RISK OF ACTIVITY: I understand that horseback riding is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly and, at the least, can require more hospital days and result in more lasting residual effects than injuries from most other activities. Further, this inherent risk is not totally mitigated by either (1) the presence of an instructor or trainer or (2) by the use of a horse that has been used for or is considered usable for the instruction of beginners. Horse accidents are common and, in fact, are virtually guaranteed to occur given enough time around horses. Horse accidents are even more common with beginners although expert riders are still subject to considerable (sometimes fatal) danger from participation in this activity.

D. NATURE OF RIDING HORSES: I understand that Diamond P chooses its horses for their calm disposition and sound training as required for use as riding horses for our lesson programs yet, no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet + or -, and the impact may result in injury to the rider. If a horse is frightened or irritated it may divert from any training it has received and act according to its natural survival instincts which may include but are not limited to: stopping short, changing directions or speed at will, shifting its weight, kicking, biting, running under obstacles, or running from danger.

E. RIDER RESPONSIBILITY: I understand that, notwithstanding the presence or participation of an instructor or trainer, upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal (which is not easy for beginners). The RIDER shall be responsible for his or her own safety and that of an unborn child if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician.

F. CONDITIONS OF NATURE: Diamond P is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, or reptiles which may walk, run, fly near, bite and/or sting a horse or person. Further, HTR is not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures), which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, Diamond P is not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), or car drivers or occupants (honking horns or throwing objects to scare a horse, for example).

G. ACCIDENTAL AND PERSONAL LIABILITY INSURANCE: I agree that should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses and deductibles. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability insurance company shall pay for such damages. Name of Insurance Company: _____

H. PROTECTIVE HEADGEAR WARNING: I agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised by Diamond P that an ASTM/SEI approved helmet should be worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **All participants under the age of 18 MUST wear an ASTM/SEI helmet while mounted.**

I. LIABILITY RELEASE: I agree that in consideration of Diamond P allowing my participation in this activity under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward or other parent, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge Diamond P, its owners, agents, independent contractors, employees, officers, directors, representatives, assigns, members, owners of premises and trails (whether or not such premises or trails are owned by Diamond P, affiliated organizations and insurers and others acting on its behalf (hereinafter, collectively referred to as "Associates") of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to Diamond P's and/or its Associate's ordinary negligence; and I do further agree that except in the event of Diamond P's

gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Diamond P and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Diamond P, to include while riding, handling, or otherwise being near horses owned by or in the care custody and control of Diamond P, whether on or off the premises of Diamond P.

J. ATTORNEY'S FEES: I agree that in consideration of Diamond P allowing my participation in this activity under the terms set forth herein agrees to indemnify Diamond P and its Associates for all reasonable attorneys fees and related costs incurred in defending themselves against any compensatory actions taken or threatened by the Rider, the parents or guardians thereof, or his or her heirs, estate, assigns, including all minor children, and parental representatives. As much as we enjoy making our horses available to various riders (paying or otherwise), we respectfully request that if Rider believes that a horse-related personal injury or death (apart from Diamond P's willful and gross negligence) is justifiable grounds for shifting any part of the financial, emotional, and physical burdens of his or her injury (as onerous, regrettable, and/or tragic as they may be) back to Diamond P or its Associates, then please do not participate in this activity with our horses. Thank you.

K. INSPECTION OF PREMISES - RIDER has inspected Diamond P facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon the Diamond P premises.

All riders and parents or legal guardians must sign below after reading this entire document: SIGNER STATEMENT OF AWARENESS I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

DATE _____
SIGNATURE OF RIDER (Parent must sign for rider 17 & under)

for _____
SIGNATURE OF PARENT, OR GUARDIAN DATE _____ (Please print riders name)

DATE _____

ADDRESS IN FULL: _____

HOME PHONE NUMBER: _____

E-MAIL ADDRESS: _____

_____(INITIAL) I was given a copy of the Florida Statute Governing Equine Activity and Liability as well as time to read it before I signed this agreement.