

TRAINING FOUR LIFE, LLC - TIM CHRISTIENSEN, Owner/Proprietor

AN AGREEMENT AND RELEASE FROM LIABILITY CONTRACT - PLEASE READ THIS DOCUMENT CAREFULLY

This AGREEMENT AND RELEASE FROM LIABILITY is entered on this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between Tim Christensen aka Training Four Life, LLC and \_\_\_\_\_ (RIDER), and, if Rider is a minor, the parent/guardian of Rider \_\_\_\_\_. In exchange for use of property, facilities, and services of Owner, the Rider, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. I agree that horseback riding and all equine activities are inherently dangerous activities AND that these activities will expose me to above normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety while engaging in any and all equine activities on the Owner's property and/or the adjoining property of others, which have given me permission to ride.
3. I agree to acknowledge all of owner's rules and regulations pertaining to any and all equine activities occurring on Owner's property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure Rider's safety while engaging in such activities.
4. I understand the risks involved in equine activities and AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER'S USE OF OR PRESENCE UPON OWNER'S PROPERTY AND FACILITIES while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.
5. I agree that Owner, the Owner's stable, its agents, and employees are NOT liable for any injury to or the death of Rider and/or a participant in equine activities resulting from the inherent risks of equine activities, which includes the death of riders horse during training or while stalled or turned outside.
6. I agree to hold Owner, Owner's stable, its agents, and employees completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider's use of or presence upon Owner's property or the adjoining property of others for which permission to ride has been granted.
7. I agree to hold the owner of any and all adjoining property for which permission to ride has been granted completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider's use of or presence upon the property owner's property.
8. I AGREE NOT TO SUE Owner, Owner's stable, its agents and/or employees in association with ANY claims, damages, costs, or expenses arising out of the Rider's use of or present upon Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the Owner.
9. Rider is responsible for complete and full insurance coverage on himself/herself, personal property, and Rider's horse.

10. Rider and Rider's parent or guardian (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Florida.

Except as provided in § 773.03, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in § 773.03, no participant nor any participant's representative shall have any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities.

This Florida statute provides that an equine activity sponsor, an equine professional, or any other person shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities. The definitions for participant, equine professional, and what constitutes an "inherent risk" are provided. Liability will not be limited by statute, however, where the equine professional or sponsor knew the tack or equipment was faulty, failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, owns or is otherwise in lawful possession of the land or facilities where the injury is attributable to a known dangerous latent condition, commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, or intentionally injures the participant

\*\*\*\*\* I have read and understand without question, this agreement and release of liability contract before having signed below:

X \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Rider - Print name

X \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian of Rider – Print name