

RELEASE OF LIABILITY CONTRACT

This RELEASE of LIABILITY is made and entered by and between Marcia DeCamp/Crazy 8 Ranch hereinafter designated (“INSTRUCTOR / TRAINER”) and undersigned hereinafter designated (“STUDENT”); (and if the Student is a minor, the Student's parent or guardian,) In return for any horsemanship services including but not limited to riding lessons, training sessions, trail rides, coaching, etc... the Student, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

Nature of horses: Our horses are chosen because of their calm dispositions and sound basic training, yet no horse is a completely safe horse. Horses are 5-15 times larger, 20-40 times more powerful, and 4-5 times faster than a human. Horseback riding is the only sport where one weaker smaller predator animal(human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) with each having a limited understanding of the other. A frightened or provoked horse may divert from its training and act according to its natural survival instincts.

1. Under Florida Statute, Section 773.02, except as provided in Section 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 death of a participant resulting from the inherent risks of equine activities and, except as provided in Section 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.

A Description of this statute can be found at <http://www.floridahorse.com/flsstatute.htm>.

2. It is the responsibility of the Student to carry full and complete insurance coverage on his horse or pony, personal property and himself.

3. The Student agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM STUDENT'S USE OF OR PRESENCE UPON Marcia DeCamp's PROPERTY AND FACILITIES WHICH SHE USES, LEASES, RENTS OR OWNS including, without limitation but not limited to, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. Furthermore, understand that you may be exposed to wild animals of many types and species, such as mammals, reptiles, and insects, which are not tame and may be savage. Conditions of nature can also result in the horse reacting in an unsafe manner, examples are thunder, lightning, rain, wind, water, falling branches, or changes to the landscape. During the hunting season dangers include hunters, their vehicles and dogs. Any unexpected loud noise may scare a horse. Equipment may malfunction, girths may

loosen, and carry-on objects can be dangerous.

Pl4. The Student agrees to hold Instructor/Trainer and all of its successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, shareholders, employees, consultants, subcontractors, volunteers and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Student's use of or presence upon Instructor/Trainer's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of Instructor/Trainer.

5. Student agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

6. Student agrees to indemnify and defend Instructor/Trainer its agents and/or representatives against, and hold each individually harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arise from Student's use of or presence upon Instructor/Trainer's property and facilities.

7. Student agrees to abide by all Instructor/Trainer's rules and regulations and also understands that the instructors are experienced but not infallible, we can misjudge the weather, elements, terrain, give inadequate warnings, or instructions, misjudge the riders fitness or ability. It is the students responsibility to ask questions and relate any conditions they may have which could affect their riding. .

8. If Student is using his horse or pony, the horse or pony shall be free from infection, contagious or transmissible disease. Instructor/Trainer reserves the right to refuse horse or pony if not in proper health or is deemed dangerous or undesirable.

9. This Contract is NON-ASSIGNABLE and NON-TRANSFERABLE and is made and entered into the State of Florida, and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with State Law, then that clause is null and void. When Instructor/Trainer and Student (and Student's parent or guardian if a minor), sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

10. The Student and/or Student's parent or natural or legal guardian also understands that as a requirement for appropriate training, coaching, and instruction of students certain physical contact is inevitable and required, particularly in aiding the child on/off the horse and at other necessary times (e.g.) to show proper stance, etc.). The undersigned for me, my heirs, administrators, and assigns, and as natural or legal guardian of my minor child, releases, remises, and discharges the Instructor/Trainer of and from all claims, demands, actions and injuries sustained to my person or that of my minor child as a result of any necessary physical contact between the Instructor/Trainer and the Student. I/we hereby waive his/her rights, including the rights of my minor child to bring suit against the Instructor/Trainer as a result of this physical contact.

In consideration for permission granted to me or my minor child to ride stock for the purpose of

instruction or performance, or instruction hired from Instructor/Trainer, on her premises or elsewhere, I hereby, for myself, my heirs, administrators, and assigns, release, remise, and discharge the Instructor/Trainer of and from all claims, demands, actions and injuries, sustained to my person, to the person of my minor child, and/or my property as a result of any act(s), omissions(s), and/or negligence of Instructor/Trainer while riding stock or receiving instructions from the Instructor/Trainer.

I am aware of the risks and dangers involved in horseback riding and that unanticipated and unexpected dangers may arise, and I assume all risks of injury to my person, to the person of my minor child, and property that may be sustained as a result. I represent and certify that I am of age and if I am signing on behalf of my minor child under the age of 18 years old, that I am the natural or legal guardian of said minor child and have full authority to agree to this Waiver of Liability on their behalf. I further agree to take full responsibility of stock while entrusted to me.

I am also aware that there may be other activities at the barn and if I (or my child) choose to participate in these activities I understand there is an inherent risk including death or injury. These activities may include but are not limited to swimming, sports, games, trail rides, and other activities off the property of Crazy 8 Ranch involving vehicle rides on roads and highways, etc...

I give the Instructor/Trainer permission to transport myself, my child, or my horse in a vehicle to any destination for any of the said barn activities and release them of all liability of the inherent risks of travel.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE.

Print and Signature of student or Parent/Guardian if student is a minor and date

Email Address and Telephone.

Emergency Contact Info.

The use of an SEI approved helmet while riding and working around the horses is STRONGLY recommended. I understand and accept the risk of injury or death by not following this recommendation and agree that the Instructor/Trainer has informed me of these risks. I also understand that according to Florida law no child under the age of sixteen may ride a horse without an SEI approved helmet. I do not hold the Instructor/Trainer liable for any injuries or death that may come from not following this recommendation.

Student and Parent/Guardian's Signature (if Student is a minor)
