



Mary-Go-Round Horses, Inc.  
Liability Release Form

This LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Mary-Go-Round Horses, Inc., hereinafter designated Equine Professional and \_\_\_\_\_, hereinafter designated Participant; and, if Participant is a minor, Participant's parent or guardian, \_\_\_\_\_.

In return for the use today, and on all future days, of property, facilities, and services of the Equine Professional, the Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

\_\_\_1. Participant is responsible for full and complete insurance coverage on his/her horse, personal property and himself/herself. (Initial if Applicable)

\_\_\_2. Participant understands there are inherent risks in and around equine activities. Risks inherent in equine activities means dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling, or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equine or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability.

\_\_\_3. PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED ON OR ARISING FROM PARTICIPANT'S USE OF OR IN PRESENCE UPON EQUINE PROFESSIONALS PROPERTY AND FACILITIES including, without limitation but not limited to: the risks 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, and/or the negligence and/or deliberate act of another person.

\_\_\_4. Participant agrees to hold Equine Professional and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees, and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any other claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon Equine Professional'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 gross negligence of the Equine Professional.

\_\_\_5. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code 1542) whose purpose, substance and/or effect is to provide that a general release shall not be extended 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. Participant agrees to indemnify and defend Equine Professional against, and hold harmless from any, and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from Participant's use of or presence upon the Equine Professional's property and facilities.

\_\_\_7. Participant agrees to abide by all of the Equine Professional's rules and regulations, and Participant is responsible for using protective gear; i.e. hard hat and boots.

\_\_\_8. If Participant is using Participant's horse, the horse shall be free from infection, contagious or transmissible diseases. Equine Professional reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable. (Initial if Applicable)

\_\_\_9. This Contract is non-assignable and non-transferable and is made and entered into in the State of Florida in Marion County, 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.

\_\_\_10. Under Florida law, an equine activity sponsor or equine professional is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. When the Equine Professional and Participant (and Participant's parent or guardian, if Participant is a minor) sign this contract it will then be binding.

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

Equine Professional's Signature

I have read and understand this release.

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

Participant's Signature

\_\_\_\_\_  
Contact Information Number

\_\_\_\_\_  
Emergency Contact Number

Mary-Go-Round Horses Inc. 5660 Johnson Lake Rd. DeLeon Springs, FL 32130  
386.717.1298