

ASSUMPTION OF RISK, RELEASE OF LIABILITY & WAIVER OF CLAIMS
AGREEMENT FOR MINOR PARTICIPANT

In consideration of being allowed to use the facilities and participate in equestrian and other activities (collectively the “Activities”) provided by Florida Agricultural Museum, Inc. (the “Host”), the Participant, and the Participant’s parent(s) or natural guardian(s) do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host, its owners, affiliates, employees, and/or agents arising out of the inherent risks of participating in the Activities and/or use of the Host’s equipment (“Equipment”). As used herein, the term, “Equipment” shall include equine animals;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT;** and
- c) **TO RELEASE** the Host, its owners, affiliates, employees, and/or agents, from all liability for any loss, damage, injury, or expense forming the basis for a claim and/or cause of action that the Participant [or his/her parent(s) or natural guardian(s)] may suffer, arising out of the inherent risks of participation in the Activities and/or use of the Equipment.

Personal Responsibility

The Participant’s parent(s) or natural guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities or using the Equipment and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant’s participation in the Activities and use of the Equipment is voluntary and further understand that they have the opportunity to inspect the Host’s Equipment and facilities before any participation.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities and/or using the Equipment, the Participant or his/her parent(s) or natural guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or natural guardian(s) will remove Participant from participation in the Activities and/or use of the Equipment and immediately bring said hazard or condition to the attention of the Host.

I, _____ (parent/natural guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Activities and using the Equipment can be reduced by following the rules and through the use of *common sense* and *good judgment*.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF FLORIDA AGRICULTURAL MUSEUM, INC., USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FLORIDA AGRICULTURAL MUSEUM, INC., IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND FLORIDA AGRICULTURAL MUSEUM, INC., HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Equine Warning

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.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Florida, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

(remainder of page intentionally left blank)

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Participant's Signature: _____ Date: _____

Parent/Natural Guardian Name (Printed): _____ Date: _____

Parent/Natural Guardian Signature: _____ Date: _____

4847-2304-8721, v. 1

Florida Agricultural Museum Equestrian Center

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

Please read and be certain you understand the implications of signing!

I have been fully advised by staff of the Florida Agricultural Museum that I should wear a properly fitted ASTM/SEI-Equestrian Standard helmet while riding in order to reduce some or all head injuries as the result of a fall or any other occurrence associated with this hazardous activity. I realize that I am subject to injury from this activity to which I am exposing myself purely voluntarily.

Name of Adult Rider (Please Print)

Signature of Adult Rider

Date

If you refuse to wear a helmet:

AGAINST THE ADVICE OF THE STAFF OF THE FLORIDA AGRICULTURAL MUSEUM I AM REFUSING A CRITICAL SAFETY PRECAUTION.

I THE UNDERSIGNED HAVE READ THE ABOVE STATEMENT AND DO UNDERSTAND ITS WARNING AND WILL ASSUME ALL RISKS ASSOCIATED WITH REFUSING TO USE RECOMMENDED SAFETY EQUIPMENT

Signature of Adult Rider

Date

For Participants of Minority Age:

It is the policy of the Florida Agricultural Museum that all minors are required to wear a properly fitted ASTM/SEI-Equestrian Standard helmet while riding horse. Staff of the Florida Agricultural Museum Equestrian Center will refuse service to any rider that will not comply with this policy.

