

## Acknowledgement of Warning and Assumption of Risk and Complete Release

(Please Print)

Participant Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, State & Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Warning: Under Florida Law (FLORIDA STATUTES, TITLE XLV TORTS, CHAPTER 773 EQUINE ACTIVITIES), an Equine Activity Sponsor or professional is not liable for any injury to, or the death of a participant To Equine Activities, resulting in the inherent risk of Equine Activities.**

In consideration of permission to use today and on all future days, the property, Equines (horses, ponies, mules or donkeys), facilities and service of  
IN THE BREEZE FARM INC. HEREAFTER REFERED TO AS 'SPONSOR'.

By signing below, I, the undersigned participant hereby expressly agree:

1. That I am fully aware of the inherent risk of Equine activities, including but not limited to the propensity of Equines to behave in ways that may result in injury, harm or death to persons on or around them; The unpredictability of an Equine reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals. Certain hazards such as surface and sub-surface conditions, collisions with other Equines or objects and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I HEREBY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY PARTICIPATION IN EQUINE ACTIVITIES OR MY USE OF OR PRESENCE UPON THE PROPERTY OR FACILITIES.
2. To release SPONSOR (ITBF) and all of its successors, assigns, affiliates, officers, directors, employees, and agents from and agree not to sue any and all of them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of my participation in Equine activities or my presence upon the use of the property, facilities, or service of SPONSOR (ITBF) whether or not caused by the negligence or other fault of SPONSOR (ITBF) or any property or equipment supplied by SPONSOR (ITBF).
3. That this release shall be binding upon my heirs, assigns, legal representatives, or personal representatives.
4. To waive the protection afforded by and statute or law in any jurisdiction whose purpose, substance, and/or affects is to provide that a general release should not extend to claims, material or otherwise, which the person giving the Release does not know or suspect to exist at the time of the execution of the Release.
5. That if I ignore this agreement and initiate claim against SPONSOR (ITBF) I will be responsible for all attorneys' fees and costs incurred by SPONSOR (ITBF).
6. That if the participant under this release is a minor child, I as parent or guardian of that minor child undertake that obligation of this Release on behalf of the minor child in giving my permission and consent for the minor child to participate in Equine activities and therefore, do agree to the fullest extent allowable by law on behalf of a minor child confer upon SPONSOR (ITBF) all the benefits of this assumption of risk and complete release and do further agree to indemnify and hold harmless against any claim, demand, or suit including all attorneys' fees and cost incurred by SPONSOR (ITBF) whether or not the basis for any claim, demand, or suit is caused in whole or in part by the actual or alleged negligence or other fault of SPONSOR (ITBF) its Equines, facilities or services.
7. I have read an fully understand this Agreement. I understand that by making and singing this Agreement I surrender valuable rights, including, but not limited to, my right to sue.

Riding ability of participant: (Initial one) Beginner \_\_\_\_\_ Intermediate \_\_\_\_\_ Experienced \_\_\_\_\_

Is participant a minor? Yes \_\_\_\_ No \_\_\_\_ (Check one)

If participant is a minor child, name of parent or guardian: (Please print) \_\_\_\_\_

### WARNING:

**Under Florida Law, an equine activity sponsor or equine profession is not liable for an injury to, or the death of a participant in equine activities resulting from the inherent risks of equine activities.**

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Participant or Guardian Signature: \_\_\_\_\_

**SPONSOR:**  
**lyndaofowler@yahoo**  
**AKA**  
**IN THE BREEZE FARM INC.**  
**7514 GARDNER RD**  
**TAMPA, FL 33625**  
**(813) 264-1919**