

**LIABILITY RELEASE FORM**

**For Individuals**

*This form must be completed by and for each participant.*

*Trinity Farm* hereinafter known as "THIS FARM"

LOCATION: 3700 Aubrey Lane, Pace, Florida 32571

PLEASE READ CAREFULLY BEFORE SIGNING

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS FARM DOES NOT GUARANTEE YOUR SAFETY.**

**A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE:** In consideration of the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof, if a minor, do hereby agree to utilize my own personal horse, or a horse, tack and equipment, personnel, trail and/or arena from THIS FARM for the purpose of horseback riding today and on all future dates.

RIDER'S NAME: \_\_\_\_\_

AGE: \_\_\_\_\_

HORSE RIDING EXPERIENCE: (Check one)

\_\_\_\_ Beginner (Under 30 hours)

\_\_\_\_ Over 30 hours

Please describe your level of experience: (Examples of important information: Have you ever had a trainer? Have you attended any shows? Do you ride English or Western? Have you ever jumped? Do you have your own helmet? Do you own your own saddle? )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does this rider have physical and/or mental health conditions, problems, and /or disabilities which may affect his/her safety and ability to ride a horse?

YES NO (Circle one) If "YES" describe here:

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**WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS, GUARDIANS, AND/OR SPOUSES MUST ALSO INITIAL.**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**B. AGREEMENT SCOPE AND TERRITORY DEFINITIONS:** This agreement shall be legally binding upon me the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS FARM's physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which THE FARM is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "**HORSE**" herein shall refer to all equine species. The term "**HORSEBACK RIDING**" herein shall refer to riding or otherwise handling of horses or ponies whether from the ground or mounted. The term "**RIDER**" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "**I**", "**ME**", and "**MY**" shall herein refer to the above registered rider and the parents or the legal guardians thereof, if a minor.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**C. NATURE OF HORSES:** I UNDERSTAND THAT THIS FARM follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground, it will generally be at a distance from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts, which may include, but are not limited to: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**D. RIDER RESPONSIBILITY:** I UNDERSTAND THAT upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety and that of an unborn child, if the rider is pregnant. THIS FARM strongly advises pregnant women not to ride horses, unless permission is given under advice of her physician. I ALSO UNDERSTAND THAT riders must not carry loose items when riding that may fall, blow away, flap in the wind, bounce, or make noise, possibly scaring a horse. SOME EXAMPLES ARE: cellphones, iPods, and cameras, hats not securely fastened under chin, toys, and purses. Riders must not make sharp loud noises such as screaming or yelling, which may scare a horse.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**E. CONDITIONS OF NATURE:** I UNDERSTAND THAT THIS FARM is NOT RESPONSIBLE for total or partial acts, occurrences, or elements of nature that scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near or bite or sting a horse or person, and irregular footing, which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**F. ACCIDENT/MEDICAL INSURANCE:** I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company SHALL PAY for ALL SUCH INCURRED EXPENSES.

My accident/medical insurance company is \_\_\_\_\_

My policy number is \_\_\_\_\_

Secondary Insurance policy \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**G. PROTECTIVE HEADGEAR OFFERING:** I, for myself, and on behalf of my child and/or legal ward have been offered protective headgear (riding helmet) by THIS FARM and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and may even prevent death happening as the result of a fall or other occurrence. It is understood that FARM PROVIDED protective headgear **may not be of perfect fit for each rider's head**, and that once provided I/WE will be responsible for securing the helmet on the rider's head at all times. Mark an "X" next to the statement which describes your choice: to wear FARM PROVIDED protective headgear or to provide your own protective headgear (helmet).

( ) **PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE REQUEST PROTECTIVE HEADGEAR WHICH THE FARM PROVIDES.

( ) **PROTECTIVE HEADGEAR REFUSAL:** I/WE REFUSE FARM PROVIDED HEADGEAR AND WILL PROVIDE OUR OWN HELMET.

**ALL RIDERS WHO ARE MOUNTED ON A HORSE MUST WEAR A HELMET AT ALL TIMES.**

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**H. LIABILITY RELEASE:** In consideration of THIS FARM allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release THIS FARM, its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to THIS FARM'S ordinary negligence, and I do further agree that except in the event of THIS FARM'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action and/or litigation against THIS FARM and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS FARM to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of THIS FARM.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**ALL RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. IF MARRIED, EACH SPOUSE MUST SIGN. THE RIDER AND THE PARENTS OR SPOUSES MUST INITIAL UNDER EACH CLAUSE OF THIS AGREEMENT ON THE SPACE PROVIDED. IF RIDER'S PARENTS ARE DIVORCED, A COPY MUST BE SIGNED BY EACH PARENT AND THEIR SPOUSE, IF THEY ARE REMARRIED.**

**SIGNER STATEMENT OF AWARENESS**

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SIGNATURE OF RIDER (*Spouses must sign for themselves.*)

\_\_\_\_\_

Date

\_\_\_\_\_ for \_\_\_\_\_

SIGNATURE OF PARENT, GUARDIAN, AND/OR SPOUSE      print name of rider

\_\_\_\_\_

Date

\_\_\_\_\_ for \_\_\_\_\_

SIGNATURE OF PARENT, GUARDIAN, AND/OR SPOUSE      print name of rider

\_\_\_\_\_

Date

ADDRESS IN FULL: \_\_\_\_\_

\_\_\_\_\_

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