

Rosaire's Riding Academy & Pony Rides, L.L.C.

901 East Rd.

Sarasota, Fl. 34240

Acknowledgement of Risk

Assumption of Risk and Responsibility

Release of Liability

Our Insurance carrier requires that each participant completes and signs this form. We'll do our best to match you with the right animal and to provide a safe and enjoyable experience. You need to let us know about your ability and experience and to be aware of some hazards that exist when you ride, walk or work near the animals.

WARNING: There are significant elements of risk in any activity associated with animals and saddle animals, including but not limited to horses, ponies, donkeys, and mules and the use of any related equipment.

ACKNOWLEDGMENT OF RISKS: I recognize that there are inherent dangers in the use or presence of any animal or saddle animal (referred to herein as "activity") Hazards may include, but are not limited to the following:

1) Uneven, unstable, wet or slippery ground or road surfaces, trees, branches, rocks, stones, mud, water and/or objects on the ground or road. 2) Inclement weather, thunder, lightning, and variances of severe weather, winds, and temperatures. 3) The presence of motorized and non-motorized vehicles, other horses and riders. 4) Movement, noise and contact with objects which may frighten or cause an animal to rear, buck, bolt, run or otherwise move unpredictably and with force.

I realize that each animal is an individual and can act unpredictably on any given day. No warranty of any kind, express or implied, is being made as to the habits, disposition, suitability, and nature of physical condition of any animal. I acknowledge that approaching, handling, mounting, riding and dismounting an animal or saddle animal, my ability to control or direct an animal, equipment failure, and the speed at which I ride can cause a dangerous risk to my safety. I am aware that personal may be lost or damaged and unforeseeable events can contribute to the risks, dangers and hazards of any activity; that wearing a helmet while riding a horse is a basic safety precaution; and that I should ask about other potential risks, dangers and hazards and recommended precautions and procedures.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activities which I and any minor children for which I am responsible, will engage in. I confirm that I am (we are) physically and mentally capable of participating in the activity and using the equipment. I/We participate in all activities willingly and voluntarily in full understanding of the risks and dangers involved. I/We assume full responsibility for personal injury, accidents or illnesses, including death and any expenses incurred. I/We assume full responsibility for damages to or loss of my/our personal property.

I realize the risk(s) of personal injury, accidents and or illness. Including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts; wounds; abrasions; dehydration; head-neck-spinal injuries; animal bite or attack; insect bites; allergic reaction, shock, paralysis and/or death; and acknowledge that if during any activity I/we experience fatigue, chill and/or dizziness, my/our reaction time may be diminished and the risk of an accident increased.

COVENANT OF GOOD FAITH: I recognize that you as a provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I/We accept your right to take such actions for the safety of myself and/or other participants.

Medical Authorization: I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in any activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

Release: In consideration of services or property provided for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns do hereby release: Rosaire's Pony Rides and Riding Academy, L.L.C., its principals, directors, officers, counselors, employees, volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted including but not limited to Ellien Rosaire & Kazimierz Dymak and their heirs from any and all liability and waive any claim for damage arising from any cause whatsoever.

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.

I have read and understand the foregoing WARNINGS, ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, COVENANT OF GOOD FAITH, MEDICAL AUTHORIZATION, and RELEASE OF LIABILITY. I understand that by signing this document I may be waiving my valuable legal rights.

How many times have you ridden a saddle animal in the past three years? _____

Do you consider yourself to be a: _____ Beginner _____ Intermediate _____ Advanced Rider (Check One)

Participants Name _____ Age _____

Print Name of Parent or Legal Guardian _____

Signature _____ Date _____

If Participant is under 18 years, parent or legal guardian must design.

Address:

Phone:

E-Mail:

Emergency Contact:

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