# HACKSEED RANCH

## RELEASE OF LIABILITY - OWNER/RIDER

WITNESS THIS AGREEMENT this _____ day of _____, 20__, by and between Hackseed, LLC., hereinafter referred to as STABLE and _____, hereinafter referred to as RIDER. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Stable, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1.     Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; 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 such participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Stable's rules and regulations which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Stable.

Rider expressly releases Stable from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents or employees.

## 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.**

2.      Rider agrees to hold harmless, indemnify and defend Stable against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Stable and the facilities located thereon.

3.      In the event Rider is using Rider's own horse, or a horse(s) not owned by Stable, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases.  Stable reserves the right to refuse access or use of any horse upon the premises that does not appear to Stable to be in good health, or is deemed dangerous or undesirable.

4.      Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim.  Rider agrees that damages shall be limited to $250 for property damage, actual expenses incurred, and a maximum of $10,000 for damages such as pain and suffering.

5.      Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

6.      Rider acknowledges that it is their responsibility to wear protective headgear while mounted.  This head gear should be secured with a safety harness permanently affixed to the helmet and should meet A.S.T.M. standards.

_____
Rider (print)

_____
Rider (signature)