

**PARTICIPANT STATEMENT OF VOLUNTARY CONSENT, GENERAL RELEASE
OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISKS,
AND HOLD HARMLESS AGREEMENT**

**Pursuant to Florida Statute §773.04, the following warning applies:
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.” (definitions on page two)

In consideration of permission given by THREE T’s RANCH, LLC, a Florida limited liability company (the “Three T’s Ranch”), and Prospect Riding Center LLC, located at 34250 State Road 70 East Myakka, Florida 34251 to enter upon the premises for the purpose of participating in equine activities, I hereby agree as follows:

I, _____, for myself and my estate, heirs, administrators, executors, and assigns, hereby release, discharge and hold harmless: (i) Triple T Ranch, (ii) its owner, officers, directors, employees, representatives, agents, and volunteers (collectively, the “Covered Parties”) for, from and against any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns may have for any loss, personal injury, or death, arising out of, connected with, or in any manner pertaining to my participation in equine activities on the premises, WHETHER CAUSED BY THE NEGLIGENCE OF THREE T’S RANCH OR PROSPECT RIDING CENTER, ANY OTHER COVERED PARTY or other party or otherwise.

I fully understand that there are potential risks and hazards associated with and inherent upon entering said Premises and participating in equine activities, including, but not limited to, injury, loss, damage or death. Despite the potential risks, I wish to proceed, and freely accept and assume all risks that may arise on the Premises, and/or while participating in equine activities, WHETHER CAUSED BY THE NEGLIGENCE OF THREE T’S RANCH OR PROSPECT RIDING CENTER, ANY OTHER COVERED PARTY OR ANY OTHER PARTY or otherwise. I acknowledge that my participation is purely optional, and that I am freely and voluntarily entering the Premises and participating in equine activities.

I agree to indemnify, hold harmless and defend Three T’s Ranch, and Prospect Riding Center, and any other Covered Party from any and all claims, actions, damages, liability, costs or expenses (including reasonable attorneys’ fees) of any spectator, participant, or other third party, (including damage to any equine of any spectator, participant or third party) in connection with or arising out or caused by my presence and/or involvement or participation in the equine activities or observing or assisting somebody who is participating in the equine activities.

In signing this agreement, I acknowledge and represent that I have read and understand this agreement; that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and that I am at least eighteen (18) years of age and fully competent.

I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND VOLUNTARILY AGREE TO BE BOUND BY IT.

Signature of Participant (or guardian if under 18):

Print Name: _____ Sign Name: _____ Date: _____

"Engages in an equine activity" means riding, training, assisting in veterinary treatment of, driving, or being a passenger upon an equine, whether mounted or unmounted, visiting or touring or utilizing an equine facility as part of an organized event or activity, or any person assisting a participant or show management. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where a spectator places himself or herself in an unauthorized area.

"Equine": a horse, pony, mule, or donkey.

"Equine activity" includes:

(a) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, riding, driving, pulling, cutting, polo, steeplechasing, English and western performance riding, endurance trail riding, gymkhana games, and hunting.

(b) Equine training or teaching activities or both.

(c) Boarding, including normal daily care of an equine.

(d) Riding, inspecting, or evaluating an equine belonging to another by a purchaser or an agent, whether or not the owner has received monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser to ride, inspect, or evaluate it.

(e) Rides, trips, hunts, or other equine activities of any type, no matter how informal or impromptu, that are sponsored by an equine activity sponsor.

(f) Placing or replacing horseshoes or hoof trimming on an equine.

(g) Providing or assisting in veterinary treatment.

"Equine activity sponsor": means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity, including, but not limited to: pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college-sponsored classes, programs, and activities, therapeutic riding programs, stable and farm owners and operators, instructors, and promoters of equine facilities, including, but not limited to, farms, stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.

"Equine professional": means a person engaged for compensation:

(a) In instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine;

(b) In renting equipment or tack to a participant;

(c) To provide daily care of horses boarded at an equine facility; or

(d) To train an equine.

"Inherent risks of equine activities" means those dangers or conditions which are an integral part of equine activities, including, but not limited to:

(a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them.

(b) The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.

(c) Certain hazards such as surface and subsurface conditions.

(d) Collisions with other equines or objects.

(e) 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.

"Participant" means any person, whether amateur or professional, who engages in or any equine that participates in an equine activity, whether or not a fee is paid to participate in the equine activity.