

HorsePower for Kids, Inc., a non-profit organization - 8005 South Racetrack Road, Tampa, FL 33635
Acknowledgement of Warning and Assumption of Risk and Complete Release

Today's Date: _____,

Participant Name: _____
(Please print: If participant is under 18, include name of parent or guardian at bottom of form.)

Date of Birth: _____

Street Address: _____ City, State Zip: _____

Home Phone: _____ Cell Phone: _____

Email Address: (please print) _____

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 HorsePower for Kids, Inc., a non-profit organization, I, the undersigned participant, hereby expressly agree:

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 all 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 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 OF HORSEPOWER FOR KIDS, INC., A NON-PROFIT ORGANIZATION. (INITIALS) _____.

To release HORSEPOWER FOR KIDS, A NON-PROFIT ORGANIZATION, and all of its successors, assigns, affiliates, officers, directors, employees and agents from and agree not to sue any or all of them on account of or in connection with any claims, causes of action, injuries, damages costs or expenses arising out of my participation in Equine activities or my presence upon or the use of the property, facilities, or service of HORSEPOWER FOR KIDS, INC., A NON-PROFIT ORGANIZATION, whether or not caused by the negligence or other fault of HORSEPOWER FOR KIDS, INC., A NON-PROFIT ORGANIZATION or any property or equipment supplied by HORSEPOWER FOR KIDS, INC., A NON-PROFIT ORGANIZATION. (INITIALS) _____.

That this release shall be binding upon my heirs, assigns, legal representatives, or personal representatives (INITIALS) _____

To waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or affects 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 or the execution of the Release. (INITIALS) _____

That, if I ignore this agreement and initiate claim or suit against HORSEPOWER FOR KIDS, INC., A NON-PROFIT ORGANIZATION, I will be responsible for all attorneys' fees and costs incurred by HORSEPOWER FOR KIDS, INC., A NON-PROFIT ORGANIZATION. (INITIALS) _____

That, if the participant under this release is a minor child, I as parent or guardian of that minor child undertake the 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 upon HORSEPOWER FOR KIDS, INC., A NON-PROFIT ORGANIZATION, all 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 attorney's fees and costs incurred by HORSEPOWER FOR KIDS, INC., A NON-PROFIT ORGANIZATION, 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 HORSEPOWER FOR KIDS, INC., A NON-PROFIT ORGANIZATION, its Equines, facilities or service. (INITIALS) _____

I have read and fully understand this Agreement. I understand that making and signing this Agreement I surrender valuable rights including, but not limited to my right to sue.

Riding ability of participant: Beginner: (INITIALS) _____ Intermediate: (INITIALS) _____ Experienced: (INITIALS) _____

Is participant a minor? (Circle One) Yes No

If participant is a minor child, name of parent or guardian. (Please print) _____

Relationship: (Circle) (Parent) (Guardian)

Health Insurance policy number and/or company name: _____

UNDER FLORIDA LAW, IF YOU ARE UNDER THE AGE OF 16, YOU MUST WEAR A HELMET

A riding helmet is recommended safety gear for all participants

I will wear a helmet (Initial) _____ I will not wear a helmet (Initial) _____

X

Participant Signature or Parent/Guardian signature, if participant is a minor