



Sunnybrook Farm

Winter Garden, Florida

Participation & Waiver Agreement

Sunnybrook Farm
14950 Tilden Road
Winter Garden, FL 34787

WARNING

Under Florida Law, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

Rider's Name: _____

Date of Birth: _____

Parent/Guardian's Name (if minor): _____

Address: _____

Apt/Suite: _____

City/State/Zip: _____

Phone: _____

Email: _____

Cell: _____

Have you (or the minor you are signing for) ever suffered a serious injury, experienced physical discomfort while riding, or been advised not to ride?

Yes _____ No _____ Explain: _____

Any allergies or medical conditions we need to know about?

Insurance Provider: _____ Policy: _____ Group: _____

Emergency Contact: _____ Relationship: _____

Phone: _____ Cell: _____

I consider myself (or the minor for which I am signing) a: New Rider ____ Beginner ____ Novice ____ Intermediate ____ Advanced ____

How many times have you (or the minor you are signing for) ridden in the past twelve months? None ____ Under 12 ____ 12 or more ____

In consideration of the acceptance of my participation, and/or the participation of my child or ward, in the horseback riding activities, lessons, and/or other activities offered by Sunnybrook Farm, and with the understanding that a horse may be startled by sudden movement, noise, or other factors, and may shy suddenly, rear, stop short, bite, buck, kick, or run with its rider, by my signature hereon, I hereby assume all risks associated with horseback riding and associated activities, including but not limited to those risks set out above, and hereby waive any and all claims, actions, and causes of action that I may now or hereafter have against, and I release and will indemnify and hold harmless from the same, Sunnybrook Farm, and its officers, directors, affiliates, employees, and agents, for all injuries and damages that I or my minor child or ward may suffer or sustain in connection with or arising from my participation or my minor child's or ward's participation in the horseback riding and associated activities offered at Sunnybrook Farm, even if due to any negligence on the part of any of them. This Participation and Waiver Agreement shall be binding upon me and my heirs, personal representatives and assigns, or those of my child or ward.

I understand that this Participation and Waiver Agreement will be kept on file and shall apply to each time I rent and/or use one or more horses and equipment to participate in horseback riding activities, lessons, and/or associated activities at Sunnybrook Farm. In the event that any information I supplied above changes, I will provide Sunnybrook Farm with sufficient notice of such change. I agree that Sunnybrook Farm shall not be obligated to inquire if there have been changes each time I or my minor child or ward participates in horseback riding, lessons, or other activities.

I agree and affirm that no medical professional has advised me and/or my minor child or ward not to participate in horseback riding and/or related activities due to any physical or mental conditions. I have listed all known medical conditions above.

I agree that I have been provided with a copy of the Sunnybrook Farm Risks & Rules or Horseback Riding and hereby affirm that I have read and understood the risks involved in my or my minor child's or ward's participation, and agree to be bound by the rules contained therein, as well as any and all rules posted at Sunnybrook Farm and/or verbally spoken by an officer, director, affiliate, employee, or agent of Sunnybrook Farm, that may now exist or will exist in the future.

I HAVE READ, I UNDERSTAND AND I WISH TO BE BOUND BY THE TERMS OF THIS PARTICIPATION AND WAIVER AGREEMENT:

PRINT NAME (Parent/Guardian if Minor)

SIGNATURE (Parent/Guardian if Minor)

DATE

Risks & Rules of Horseback Riding

WARNING

Under Florida Law, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

Horseback riding is classified as a *Rugged Adventure Recreational Sport Activity*. There are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. The inherent risks include, but are not limited to, any of the following: the propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; the unpredictability of an equine's reactions to sounds, sudden movement, unfamiliar objects, persons, and/or other animals; hazards including, but not limited to surface or subsurface conditions; a collision, encounter and/or confrontation with another equine, another animal, a person or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant.

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 of from 3 ½ to 5 ½ feet and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker, predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse), with each having 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, spinning around, changing directions and/or speed at will, shifting its weight, bucking, rearing, kicking, biting, and/or running blindly from danger.

Sunnybrook Farm chooses its school horses for their calm dispositions and sound basic training as is required for use by student riders. Yet no horse is a completely safe horse.

BY SIGNING THE PARTICIPATION AND WAIVER AGREEMENT, I AFFIRM THAT I HAVE READ AND AGREE TO BE BOUND BY THE FOLLOWING:

Sunnybrook Farm is not responsible for total or partial acts, occurrences, or elements of nature and/or unfamiliar sights, sounds, and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe or unexpected way. Examples include: thunder, lightning, rain, wind, wild and domestic animals, insects, or reptiles that may walk, run, or fly near, or bite or sting a horse or person, and irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man made alterations. These are just some of the risks and I agree to assume others not mentioned above. I am not relying on Sunnybrook Farm to list all possible conditions to me. The participant and parent or legal guardian have inspected Sunnybrook Farm's facilities and are satisfied that all conditions are reasonably safe for this participant's intended purpose, usage and presence upon Sunnybrook Farm's premises.

When approaching, mounting and riding horses, the rider must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways.

Riders and guests must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways. Riders and guests should refrain from running in or near the barn, or around any horses.

Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest instructor of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

Protective headgear which meets or exceeds the quality standards of the SEI Certified ASTM Standard Equestrian Helmet must be worn at all times while participating in horseback riding and related activities at Sunnybrook Farm. Wearing such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death as the result of a fall or other occurrence. It is the wearer's responsibility to properly secure the headgear before participating.

Closed-toe shoes and proper riding attire should be worn at all times when working on or near the horses and/or other animals.

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. The rider is responsible for his/her own safety.

Pregnant women should ride horses only under the advice of their physician. Sunnybrook Farm strongly advises women who are, or may be pregnant not to ride horses. Should a pregnant woman choose to ride, they alone are responsible for the safety of the unborn child.

No participant should ride a horse or otherwise take part in equine activities if they have been advised by their physician not to do so.

Should an injury or accident occur and medical treatment be required, the participant and/or the participant's insurance provider shall be responsible for all expenses incurred as a result of the injury or accident. If the injury warrants, emergency medical personnel will be summoned, and/or the injured will be transported to an emergency medical facility.

All participants and their guests must comply with all posted rules and verbal instructions at all times. Any participant or guest who fails to comply with any of the rules will be subject to the immediate termination of privileges at the sole discretion of Sunnybrook Farm.

Any photographs, videos, or recordings taken of participants and/or guests by or for Sunnybrook Farm may be used for future promotional and marketing purposes without any compensation to any photographed, videoed, or recorded individual now or in the future.