



**TRAIL RIDES RELEASE OF LIABILITY, WAIVER OF CLAIMS,
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Trail Rides and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with trail rides, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage, inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in horse riding is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of FLORIDA ECO-SAFARIS, Inc, including but not limited to operator error.
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's (horse's) previous training and past performance.
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Natural hazards including but not limited to surface or subsurface conditions.
7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush, and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration,
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/ or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles and/or animals.
16. Accidents or illness occurring in remote places where there are no available medical facilities.
17. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
18. My sense of balance, physical coordination, and ability to follow instructions,

* I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Page 1 of 2 as acknowledged by ...

Authorized Signature of Insured

Date

RJ524 3/2006



DECLARATION OF FITNESS TO RIDE

Please read and be certain you understand the implications of signing.

I hereby declare that I am physically fit I do not, and have not suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or my during riding activities Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor / guide / employee of the insured immediately and before moving away from the immediate vicinity.

I have read the above Declarations, understand them, and I agree to be bound by them.

S/ _____	_____	_____
Signature of Adult Participant	Printed Name of Adult Participant	Date

_____	_____
Address of Adult Participant	Contact Phone Number

S/ _____	_____	_____
Signature of Parent or Adult Legal Guardian If Participant is a Minor, and by their signature they on my behalf release all claims that both they and I have.	Printed Name of Parent or Adult Legal Guardian	Date
	_____	_____
	Name of Minor (Please Print)	Date

If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor/Guide/Employee of the insured immediately before you mount the horse or commence activity.

Attention of the Authorized Insured Only (Counter- Sign upon full and correct completion)

S/ _____	_____	_____
Counter- Signature of Authorized Insured	Printed Name of Authorized Insured	Date

