



## RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

The undersigned (“Undersigned”), for himself/herself, his/her personal representatives, heirs, and next of kin, in consideration for being permitted to enter the property known as “Crossroads Corral” and located at 205 Lazy Acres Lane and surrounding property, Longwood, Florida 32750 (the “Property”), and for other good and valuable consideration, the receipt of which is hereby acknowledged, voluntarily and knowingly executes this Release, Waiver of Liability and Indemnity Agreement (“Agreement”) with the express intention of giving a release and indemnification in favor of Property Owner and Crossroads Corral, Inc., including their officers, directors, members, managers, agents, volunteers, employees, successors and assigns (hereinafter collectively referred to as the “Indemnified Parties”), and giving other covenants and warranties as follows:

1. Background. Crossroads Corral, Inc., a Florida not for profit corporation (“Crossroads”) operates the equine therapy program (the “Program”) at the Property. Crossroads conducts certain equine-related activities relating to the Program on the Property, including but not limited to equine therapy and equine recreational activities (collectively, the “Activities”). Crossroads leases the Property from property owner pursuant to a written lease.

2. Warranties and Acknowledgment. Undersigned expressly makes the following warranties and acknowledgments and states that:

(a) Undersigned fully understands and acknowledges that there exist certain inherent dangers and risks of damage or injury associated with the Activities being conducted on the Property, notwithstanding the exercise of due care;

(b) Undersigned fully understands, acknowledges and agrees that all children under the age of 18 shall not be allowed on the Property without proper adult supervision; and

(c) Undersigned understands the potential dangers that the Undersigned could incur in handling, interacting with, mounting, riding, walking, boarding, and feeding the horses located on the Property, including, but not limited to, the dangers that could arise from any interactions with all horses located on the Property.

3. Covenants. Undersigned, as further inducement to the Indemnified Parties to enter into this Agreement, expressly agrees and covenants that Undersigned shall use the Property safely, with due care, and only for its intended and proper uses and purposes.

4. Release, Indemnification and Waiver. Undersigned expressly agrees to the following:

**(a) Undersigned, with the intention of binding himself or herself, and his or her legal representatives, and assigns, expressly releases and discharges the Indemnified Parties from all claims, demands, actions, causes of action or suits in equity of whatever kind or nature for injury, loss or damage, whatsoever, which Undersigned or anyone claiming through or under Undersigned, may have against the Indemnified Parties arising out of Undersigned’s use of the Property or the Activities, including the use of any equipment located thereon, or in connection with riding or interacting with the horses located on the Property, regardless of whether the injury, loss or damage results from the negligence, fault, action or inaction of the Indemnified**



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Parties or Crossroads, or otherwise. Undersigned further agrees that Undersigned is barred from bringing any claim or demand against the Indemnified Parties for any such injury, loss or damage.

(b) Undersigned further expressly agrees to assume and bear full and total responsibility for all injury, loss or damage arising out of Undersigned's use of the Property, and will indemnify and hold the Indemnified Parties harmless for any and all liability for such injury, loss or damage regardless of whether the injury, loss or damage results from the Indemnified Parties' negligence, fault, action or inaction, including reimbursing the Indemnified Parties for all costs, expenses and reasonable attorneys' fees incurred by the Indemnified Parties for defending any legal action or claims, including through all appeals.

(c) Undersigned further expressly agrees to assume and bear full and total responsibility for all damage to or loss at the Property (including but not limited to any structures or equipment located thereon) and agrees to fully indemnify the Indemnified Parties for any and all reasonable costs and expenses incurred by the Indemnified Parties for repairing or replacing items at the Property which may become damaged or lost during the term of this Agreement.

(d) Undersigned further expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of this Agreement is held invalid, it is agreed that the remaining portions shall, notwithstanding, continue in full legal force and effect, and that venue for any action to enforce the terms of this Agreement shall only be in Seminole County, Florida.

(e) UNDERSIGNED FURTHER EXPRESSLY AGREES AND ACKNOWLEDGES THAT UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, KNOWS OF ITS CONTENTS, UNDERSTANDS IT, AND VOLUNTARILY SIGNS IT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

5. **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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in Seminole County, Florida.

**Undersigned:**

\_\_\_\_\_  
(Signature of Participant or legal guardian of minor)

\_\_\_\_\_  
(Print Name)

**Witness:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)



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## **Equine Activity Release and Hold Harmless Agreement**

1. I, \_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with **Crossroads Corral Inc**, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I understand the potential dangers that I could incur in handling, interacting with, mounting, riding, walking, boarding, feeding **Crossroads Corral Inc affiliated horses**; including, but not limited to, any interactions with other horses, including a stallion on property. Understanding those risks, I hereby release **Crossroads Corral Inc, Julie Hester, Lindsay Brim**, its officers, directors, shareholders, employees, volunteers and anyone else directly or indirectly connected with them from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to handle, mount and ride a horse leased, owned, affiliated or operated by **Crossroads Corral Inc**.
3. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.
4. I recognize and agree that I know which Crossroads Corral Inc affiliates and/or Equine Specialists I will be working with, and acknowledge that I agree that Crossroads Corral Inc and affiliates has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless Crossroads Corral Inc and associated affiliates from any continuing duty to monitor my equine activities.
5. I further voluntarily agree and warrant to Release and Hold Harmless Crossroads Corral Inc. and all affiliates from any liability whatsoever, including, but not limited to, any incident caused by or related to Crossroads Corral Inc, horses on site and equine specialists' negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, rearing, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of horse(s) leased and/or owned by Crossroads Corral Inc. and all affiliates.

Company Authorized Representative(s): **Crossroads Corral Inc, Julie Hester, & Lindsay Brim**

Signature of Authorized Representative and/or Owner of Horses \_\_\_\_\_

**Person voluntarily entering into this Release and Hold Harmless Agreement:**

**Printed name of Participant /Volunteer** \_\_\_\_\_

**Signature/ parental signature (if Minor)** \_\_\_\_\_

**Parent's/Legal Guardian's Printed Name of Person entering into equine activity with horse(s)**(If minor, person representing himself/herself as the lawful Guardian under this Agreement) \_\_\_\_\_

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