

RELEASE AND HOLD HARMLESS AGREEMENT

I hereby apply for permission to ride and do ground work with horses on the property of Jesse Williams Inc, Inc. as a participant. As a condition of such permission, I hereby represent to Jesse Williams Inc. and MpowerMentor as follows:

1. I am aware that horseback riding is a dangerous activity that could result in serious injury or death _____ (Initials).
2. I understand that horses are unpredictable and that the risk of injury is inherent to the activity. I agree to assume all risk of injury or death caused by horseback riding or ground based activities whatever the cause, except as provided by law. _____ (Initials).
3. I agree to assume all risk associated with horseback riding and to absolve Jesse Williams Inc. from any liability for injury to me or my property _____ (Initials).
4. I have been offered by Jesse Williams Inc. the use of protective head gear and if I am under age 18 or jumping I am required to use protective head gear _____ (Initials).
5. I agree to pay any losses incurred by Jesse Williams Inc. for damage to the person or property of others caused by me while horseback riding if I choose to ride unattended and solo _____ (Initials).
6. I understand that I may encounter variations in terrain, which may result in injury or damages. I acknowledge that these are my responsibility, and I assume the risk of this hazard includes breaks, growth, debris, rocks, and other hazardous surface conditions and obstacles, whether they are obvious or not obvious, man-made or natural.
7. I am/am not (circle one) at least 18 years of age _____ (Initials).
8. I understand that a horse may be startled by sudden movement, noise or other factors and may shy suddenly, rear, stop, bite, buck, kick or run with its rider. The participant accepts risks to himself or herself plus the minors that accompany the participant. The participant further acknowledges that they are aware the riders often get hurt and sometimes killed riding horses and in consideration of coming onto the ranch and/or riding accepts this risk. The participant agrees to inspect all equipment and not use any equipment that appears marginal _____ (Initials).

I AGREE TO THE PROVISIONS ABOVE AND HAVE READ AND UNDERSTAND AND AGREE TO ALL OF THE GENERAL TERMS PRINTED ON THE BACKSIDE OF THIS FORM.

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 risk of equine activities".

GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to the activities described on the front side of this form:

1. **Exercise of Care.** I promise to exercise the highest standard of care in being watchful and alert for potential dangers to myself, the horse and equipment, other persons, and the property of others, so that no injuries or losses shall occur.
2. **Horse Control.** I also promise to exert every effort to control the horse which I may be riding or which I rented, as well as other horses in my presence so that no bodily injury or property damage is inflicted upon others.
3. **Head Gear.** I acknowledge that the Jesse Williams Inc. has advised me that while mounting, riding and dismounting I should wear a SEI certified ASTM standard F1163 Equestrian Helmet. I understand that the wearing of such head gear while mounting, riding and dismounting may prevent or reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death as a result of a fall or other occurrences. If the headgear has been obtained from the Equestrian Center, I acknowledge that it may not be of a perfect fit and that I will be solely responsible for securing the helmet at all times. If I am a participant, I agree to wear such headgear at all times while riding on a horse on Jesse Williams Inc. property.
4. **Natural Conditions.** I am aware that weather conditions, water, wild and domestic animals, insects, reptiles, or objects which may walk, run or fly near, or bite or sting a horse, and the existence of potential hazards in the natural terrain or man made objects may scare a horse, cause it to fall, or cause it to react in an unsafe and unpredictable manner. I hereby assume all risk of injury to myself or my property as a result of such actions by the horse regardless of the cause.

5. **Safety Precautions.** I agree to observe all necessary safety precautions while mounting, riding, dismounting or being around horses including, but not limited to, common sense and rules posted on the premises of Jesse Williams Inc. Without limiting the foregoing, such precautions include not carrying loose items which may fall, blow away, flap in the wind, bounce or make sharp noises and making sure that saddle girths, which may loosen during a ride, are appropriately tightened at all times. I will obey all posted rules.
6. **Understanding of Risks.** I am aware that horseback riding, whether it be on the trail or in the arena, as well as all associated activities, constitutes a calculated risk to the participants and that such activities involve inherent risks and dangers, including serious injury or death. I have sufficient experience with horses to understand the unpredictability and potentially dangerous character of horses generally and I understand that the use, handling, or riding of a horse always involves a risk of bodily injury to anyone who handles or rides horses as well as the risk of damaging the property of others. I understand that any horse irrespective of its training and usual past behavior and characteristics, whether characterized as gentle or otherwise, may act or react unpredictably at times based upon instinct or fright. I agree to assume the risk inherent in these activities.
7. **Release of Liability.** I release Jesse Williams Inc. and MpowerMentor and their owners, agents, employees, successors or assigns, instructors, subcontractors, borders, lessors and joint ventures from any and all liability, claims, demands, actions and causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me or by others arising out of horseback riding by me while taking horsemanship instruction, training horses, being escorted on walks, participating in group or jumping, while using Jesse Williams Inc. facilities, or while grooming, caring for or exercising horses, or while participating in any of the activities conducted by Jesse Williams Inc., or during the transportation of horses and/or participants. I hereby expressly waive all claims that I may have against Jesse Williams Inc. for each and all of the foregoing.
8. **Indemnity.** I promise to exert every effort to control the horse which I may be riding or which I may have rented, as well as any other horses in my presence, so that no bodily injury or property damage is inflicted upon others. I hereby agree for myself, my heirs, personal representatives and assigns to indemnify and hold harmless Jesse Williams Inc. and their owners, agents, employees, successors or assigns, lessors and joint ventures from any and all losses, claims, demands, actions, or proceedings of any kind which may be initiated against any of the foregoing by any person and arising out of any action or inaction on my part or on the part of Jesse Williams Inc. and MpowerMentor or its owners, agents, employees, successors or assigns and in any way related to any of the activities described in the preceding paragraph or contemplated under this Agreement.
9. **Continuation of Terms.** I agree and acknowledge that the terms and conditions of this Agreement, including my assumption of risk (paragraph 6), release of liability (paragraph 7), and indemnity (paragraph 8) shall continue in full force and effect at all times during which I am engaged as a participant at the Jesse Williams Inc., shall continue in full force and effect for the benefit of Jesse Williams Inc. and MpowerMentor and their owners, agents, employees, successors or assigns, lessors and joint ventures at all times after the termination of the activities contemplated by this Agreement and shall be binding upon my heirs, personal representatives and the assigns of me or my estate.
10. **Disputes.** This Agreement shall be interpreted in accordance with the laws of the state and county where the Jesse Williams Inc. is located. Any dispute shall be litigated in the county in which Jesse Williams Inc. is located.

THIS WAIVER IS BINDING UPON THE SIGNATORY, HIS/HER ESTATE AND/OR ASSIGNS AND THIS WAIVER IS BINDING TO THE SIGNATORY IN PERPETUITY WITH NO LAPSE OR EXPIRATION DATE AND NO RENEWAL OF THIS AGREEMENT SHALL BE REQUIRED.

Signature[s]:

{ALL RIDERS LISTED HERE, INCLUDING MINORS}

Printed Name[s]:

Dated: _____
Complete Street Address _____
Town _____ State _____ Zipcode _____
Telephone No. _____
Date of Birth[s] _____

IF PERSON SIGNING ABOVE IS UNDER THE AGE OF 18 YEARS,

Signature of Parent/Guardian _____
Printed Name: _____
Dated: _____

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