

NANCY SLATER NATURAL HORSEMANSHIP

RELEASE AND INDEMNITY AGREEMENT

READ CAREFULLY

I wish to participate in (either as a direct participant or as a spectator) or I wish to grant permission for my child or ward to participate in equine activities with Nancy Slater. As a prerequisite to this participation, I acknowledge that the following terms and conditions have been explained to me and I agree that I (and my child or ward, if this Release and Indemnity is being signed on behalf of my child or ward) shall be bound and abide by these terms and conditions:

Health: I acknowledge that I am (or my child or ward is) in good health and appropriate physical condition to engage in the activity, and that I have informed Nancy Slater of any physical condition which might limit my (or my child's or ward's) ability to participate in the activity.

Safety Equipment: I understand that it is my responsibility to furnish a safety helmet meeting ASTM standard #F1163-95 and certified Safety Equipment Institute for my own and my child or ward's use while participating in the activity and to provide any other safety equipment and necessary clothing and footwear for the activity.

Voluntary Participation: I agree that I am (or my child or ward is) participating in the activity voluntarily and with the understanding that I am responsible for my own actions or the actions of my child or ward while participating in the activity with Nancy Slater.

Inherent Risks of Equine Activities: I understand that there are certain inherent risks involved in equine activities and that these risks apply to spectators of such activity as well as those who participate directly in the activity. These risks include, but are not limited to:

- A. The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them.
- B. The unpredictability of an equine's reaction to such things as sounds, movement, and unfamiliar objects, persons, or other animals.
- C. Certain hazards such as surface and subsurface conditions.
- D. Collisions with other equines or objects.
- E. The potential of a participant or spectator to act in a negligent manner that may contribute to injury to the participant or others (including spectators), such as failing to maintain control over the animal or not acting within his or her ability.

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Release and Indemnity: In consideration of the acceptance of my participation and/or the participation of my child or ward (in all cases either as a direct participant or as a spectator), in equine activities with Nancy Slater 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, kick or run away,

I HEREBY ASSUME THE RISKS incidental to such participation including, but not limited to, those risks set out above, and on my own behalf, on behalf of my child or ward, and on behalf of my child's or ward's heirs, executors and administrators, **RELEASE** and forever discharge the released parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature, arising out of or in any way connected with my participation and/or the participation of my child or ward in any equine activities and further agree to **INDEMNIFY** and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorney's fees and disbursements. The released parties are Nancy Slater, associates, and successors. I understand that this release and indemnity agreement includes any claim based on the negligence, actions or inaction of Nancy Slater and covers death, bodily injury and property damage, whether suffered by me, my child or ward before, during or after such participation. I further authorize medical treatment for myself, child or ward, at my cost, if the need arises.

By my signature below, I acknowledge that I have read this Release and Indemnity Agreement, have been given the opportunity to ask questions about the activity in which I or my child or ward will engage, and that I understand the terms of this Release and Indemnity Agreement and agree that I, the undersigned and the participant, shall be bound by these terms.

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. FL STATUTE # s773.01.

Signature of Participant _____

Printed Name _____

Signature of Parent/Legal Guardianⁱ _____

Printed Name _____

Date _____

ⁱ Legal Guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process; signed notes are not considered "legal".