



## Release Form

VOICE (239) 337-7827 FAX (239) 543-2826  
(Email) [Sstar@stableandtack.com](mailto:Sstar@stableandtack.com) (website) [www.stableandtack.com](http://www.stableandtack.com)

### **RELEASE, INDEMNITY, HOLD HARMLESS AGREEMENT, CONTRACT, AND WAIVER OF CLAIMS**

THIS RELEASE, INDEMNITY, HOLD HARMLESS AGREEMENT, CONTRACT, AND WAIVER OF CLAIMS (HEREINAFTER REFERRED TO AS "AGREEMENT") IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

**KNOWN ALL MEN BY THESE PRESENTS**, that, this **AGREEMENT** is made by and between the undersigned **PARTICIPANT**, "Participant" hereinafter means all persons, whether mounted or un-mounted, "adult and/or child," whether amateur, professional, recreational, spectator, visitor, or layperson, who engages in an equine activity of any type and location, whether or not a fee is paid to participate in the equine activity, and **5 STAR STABLES & TACK STOP, LLC.**, and their independent contractors, subsidiaries, agents, associates, employees, representatives, assignees, directors, officers, partners, and/or shareholders, hereinafter referred to as "**5 STAR STABLES.**" As used in this Agreement, "adult" shall mean either the adult participant signing this Agreement on behalf of himself or herself or, in the case of a child, "adult" shall mean the parent or legal guardian signing this Agreement on his or her own behalf as well as on behalf of the child. "Child" means a person under the age of eighteen (18) on the day this Agreement is signed. "Equine activity" hereinafter means all horse and/or pony goings-on of any type and location, no matter how official, organized, informal or impromptu. "Participant's guest(s)" hereinafter means any member of participant's family, friends, or invitees. Participant hereby acknowledges and understands the following WARNING pursuant to Florida Statute 773.04, (2007): 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. Participant understands and agrees that there are inherent dangerous risks of equine activities for participant, participant's equines, participant's guests, as well as for other equines, and other participants, and agrees to freely and expressly assume and accept any and all risks for participant, participant's equines, participant's guests, as well as for other equines, and other participants while participating in equine activities. The participant desires to engage in, and hereby does voluntarily engage in equine activities. Participant has advised participant's guests of the dangerous inherent risks of equine activities, and that injuries are a common and ordinary occurrence of the equine activity for themselves, as well as their equine(s). "Inherent risks of equine activities" hereinafter means those dangers or conditions which are an integral part of equine activities, including, but not limited to: (a) the propensity of equines to behave in ways that may result in serious bodily injury including broken bones, head injuries, other injuries, trauma, pain and suffering, harm, or death to participant, participant's guest(s), participant's equine(s), other equines, or other participants; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) certain hazards such as surface and subsurface conditions; (d) collision with other equines or objects; and (e) the potential of a participant to act in a negligent manner that may contribute to an injury to the participant, participant's equine, participant's guest, other equines, and other participants, such as failing to maintain control over the animal, or not acting within his or her ability. Participant understands and agrees that this Agreement will apply for each and every day, now or in the future that participant participates in equine activities.

**FOR AND IN CONSIDERATION** of the use or services, and privilege of the use or services, today, and on all future dates of equine activities, and fees paid, if any, receipt and sufficiency of which is hereby acknowledged, the participant, hereby expressly agrees to assume all risks and damages associated with the equine activity and agrees to forever hold harmless, release, defend, forever discharge, and indemnify **5 STAR STABLES**, and their independent contractors, subsidiaries, agents, employees, associates, representatives, assignees, directors, officers, partners, equines, and/or shareholders from all liabilities, damages, judgments, legal actions, and/or claims for injury, harm or death to persons, equines, or damage to property arising from participant or participant's guests' participation in the activity, including those injuries and/or damages caused by **5 STAR STABLES** conduct, acts or omissions, negligence or otherwise.

**1. MEDICAL CARE.** Participant authorizes **5 STAR STABLES** to call for medical care or to transport participant, participant's guest, and/or participant's equine to a medical facility if, in the opinion of **5 STAR STABLES**, medical attention is needed. Participant agrees that upon transport to any such medical facility that **5 STAR STABLES** shall not have any further responsibility. Further, participant agrees to pay all costs associated with such medical care and related transportation provided and shall indemnify and hold **5 STAR STABLES** harmless from any costs incurred therein.





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**2. INSPECTION OF FACILITY CONDITION.** Participant agrees that she/he is a participant at all times while at 5 STAR STABLES' facility, or at any other location associated with equine activities, regardless of whether or not participant is schooling, training for competition or activity, or in competition. Participant agrees that she/he has been provided an opportunity to conduct a reasonable visual safety inspection of 5 STAR STABLES' facility and all other locations associated with equine activities for dangerous latent conditions prior to use. Participant agrees and understands that she/he will be held to assume the risk of all conditions of 5 STAR STABLES' facility, and any other location associated with equine activities including, but not limited to, pastures, turnouts, weather conditions, course construction, footing, or layout and obstacles. If for any reason participant feels that a reasonable visual inspection of 5 STAR STABLES' facility or any other location associated with equine activities has not been provided, participant shall not participate in the activity.

**3. EQUIPMENT INSPECTION.** Participant agrees that it is their responsibility to inspect all equipment and tack prior to each use for faults or defects. Participant agrees to never use faulty equipment or tack. Participant warrants that the equipment or tack in use was inspected for faults or defects prior to its use and is in good working order.

**4. COSTS OF ENFORCEMENT.** In the event either party initiates action arising out of this "Agreement" to enforce its rights hereunder, the substantially prevailing party shall be entitled to recover from the substantially non-prevailing party all costs and expenses incurred, including paralegal and/or attorneys' fees, whether before trial, at trial, on appeal, during bankruptcy proceedings, or in any other administrative or quasi-judicial proceedings, whether suit is brought or not.

**5. COSTS OF ENFORCEMENT AGAINST PARTICIPANT'S GUESTS.** In the event 5 STAR STABLE initiates action against participant's guest(s) to enforce its rights hereunder, the substantially prevailing party shall recover from the substantially non-prevailing party its reasonable expenses, court costs and reasonable attorneys' fees, whether suit is brought or not. Participant agrees that she/he is responsible to pay for all said costs of enforcement.

**6. BODILY INJURY AND PERSONAL PROPERTY INSURANCE.** Participant agrees to, and understands that 5 STAR STABLE does not, and is not responsible for carrying bodily injury insurance, medical payment insurance, personal property insurance, or any other insurance that would inure to the benefit of participant, participants equine, or participant's guest while participating in an equine activity. Additionally, participant agrees that she/he is solely responsible to carry bodily injury insurance, medical payment insurance, personal property insurance, and any other insurance that would inure to the benefit of participant should an exigency arise that's in full force and effect when participating in equine activities, and assumes all costs and risks for these.

**7 . PHOTOGRAPHS.** Participant agrees to waive the right to the use of their and their equine's photographs/videos taken at 5 STAR STABLES' facility, or at any other location.

**8. PARTNERSHIP.** Participant understands and agrees that this Agreement does not represent or constitute a partnership between 5 STAR STABLES and Participant.

**9. REPAIRS.** Participant agrees that damages caused by participant, participant's guests, or participant's equine will be repaired at 5 STAR STABLES discretion, and at participant's expense. The costs for the repairs shall be due and payable by participant within 5 working days from date participant received written notice thereof.

**10. 5 STAR STABLES' RULES AND REGULATIONS.** Participant warrants that she/he has read, understand, and agree to comply with 5 STAR STABLES' Rules and Regulations at all times. Specifically, participant agrees that she/he MUST be signed off prior to participating in an equine activity by a trainer authorized by 5 STAR STABLE asserting to participant's proficiency level that must not be exceeded without the supervision of said authorized trainer. Participant understands that they cannot use 5 STAR STABLES' facility or any other location until the ability of the participant to engage safely in the equine activity is determined, or the ability of the participant to safely manage the particular equine based on the participant's representation of his or her ability is determined.

**11. GENERAL RELEASE WAIVER.** Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.





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- 12. GOVERNING LAW AND VENUE.** Participant agrees that this Agreement is non-assignable and nontransferable by Participant and is made and entered into in the State of Florida, and shall be governed by and in accordance with the laws of the State of Florida. Any legal action must be brought in Lee County, Florida, and Participant hereby waives and agrees that it shall not assert that such forum is inconvenient.
- 13. TERM AND TERMINATION.** Participant agrees that this Agreement is meant to be a full and complete release from any and all liability that may arise from participating in the activity at 5 Star Stables facility. This Agreement is given freely and voluntarily by the participant and is meant to remain in full force and effect from the date of the executed Agreement throughout the duration of the activity now or in the future, unless otherwise terminated as provided herein. Either party may, at its option and in its discretion, terminate this Agreement at any time. Any such termination shall be made by written notice to the other party and shall become effective upon receipt of such written notice. Termination of this Agreement by Participant does not relieve the Participant of any outstanding fees then due, or which may become due, to 5 Star Stables as provided in this Agreement.
- 14. INVALID PROVISIONS.** The invalidity or non-enforceability of a particular provision of this Agreement shall not affect the other provisions thereto, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 15. MEDICAL RELEASE.** Participant agrees to release all medical treatment information from all veterinarians for horse.
- 16. RIGHT TO SELL EQUINE AND TACK:** Participant understands that 5 Star Stables, Inc., must provide a written notice to Participant for any unpaid amount due for services, labor, materials, or care and maintenance provided to Participant's equine(s), giving Participant 10 working days to pay the full amount owing. If the full amount due is not paid within the 10 day period, Participant understands, agrees, and authorizes 5 Star Stables Inc., to take possession of equine(s), and to sell said equine(s) and tack to collect amounts owed to 5 Star Stables, Inc.
- 17. BINDING EFFECT OF AGREEMENT.** This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties. This Agreement shall be binding to the fullest extent permitted by law, and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.
- 18. SIGNATURE.** Adult acknowledges that if he or she signs this Agreement on behalf of a child, that child shall be bound by all terms and conditions of this Agreement. By signing this Agreement as an adult, you represent that you are at least eighteen (18) years of age and, if signing as the parent or guardian of a child, you are signing individually, and as the natural parent or legal guardian of the child and have authority to do so, and that you consent to the child's participation in the activity and agree to all of the above provisions.

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**I HAVE CAREFULLY READ THE FOREGOING "4 PAGE" AGREEMENT, UNDERSTAND ALL OF ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE. PRIOR TO SIGNING THIS AGREEMENT I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT AN ATTORNEY OF MY OWN CHOICE CONCERNING MY LEGAL RIGHTS RELATING TO THIS AGREEMENT.**

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Florida Law requires any and all minors 16 years of age and younger to wear protective head equipment. The helmet must be certified ASTM. 5 Star Stables will provide all such minors with certified ASTM helmet to be worn at all times when mounted on the back of a horse with no exceptions.

5 STAR STABLES will also provide certified ASTM helmets to any and all riders. If the rider chooses to refuse to wear protective headgear recommended and provided by 5 Star Stables, a signed refusal form must be completed. A parent or guardian's signature must be obtained for riders 17 years old declining to use a helmet.

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by 5 STAR STABLES that we should wear a properly fitted helmet in order to reduce some or all of our head injuries as the result of a fall or any other occurrence associated with this hazardous activity. We realize that we are subject to injury from this activity to which we are exposing ourselves purely voluntarily.





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How did you learn about 5 STAR STABLES & TACK STOP?

Magazine

Parent & Child
Equestrian Style
The Breeze
Neighborhood View
Horse-n-Tack

Radio

Cat Country 107.1
Gator Country 101.9
B103.9

Other

Internet
Brochure
Event at
referral
Who may we thank

Address-

Two blank lines for address entry.

Email Address--

Two blank lines for email address entry.

Principal's Contact Phone

Home Phone Number: Cell Phone Number:

Emergency Name and Number:

By signing on page 4 of this release form, I am acknowledging that I have read and understand the content from page 1 to page 3. I have also been offered a copy of this form by 5 Star Stables & Tack Stop. I also acknowledge that by circling no above helmet option that I or minor of age 17 in my guardianship are refusing to wear protective head equipment (helmet) against the advice of 5 Star Stables.

Table with 4 columns: Printed Name of Participant/Parent, Signature of Participant/Parent, Date, YES OR NO Helmet Option. Contains four rows for participant information.

office use only

Trail Ride # of people Outback Journey Hogsback Lakeside MoonLight
Birthday Girl Scouts Boarder Lessons Horse Employee Event

