

Painted Oaks Academy, LLC

Liability Release, Waiver, and Indemnity Agreement

I, _____ / _____ / _____,
 NAME **ADDRESS** **PHONE NUMBER**

desire to take horseback riding lessons and/or use the facilities and/or horses stable at and/or owned by the **Painted Oaks Academy, LLC** which is located at **15100 Lake Pickett Road, Orlando, FL 32820** (hereinafter, the "Academy"). I understand and agree that all equine activities, which include, but which are not limited to, horseback riding lessons, trail-riding, showing, hacking horses, grooming and petting horses, hay rides, farm or stable operations, and all other activities which are incidental to, and/or associated with the use of equestrian facilities ("Equine Activities"), are and can be inherently dangerous. I further acknowledge that serious injury or death can result from engaging in such equine or farm related activities.

I understand that under Florida law (*Fla. Stat. § 773.02*), the Academy is not liable for any injury to or the death of a participant resulting from the inherent risks of Equine Activities and that any participant or his/her representative shall not have any claims against or recover from the Academy for any injury, loss, damage or death resulting from the inherent risks of Equine Activities. In consideration of the use and enjoyment of the Academy's facilities, and on behalf of myself, my spouse, my family, my children, and our heirs, successors and legal representatives, forever release the **Academy** and all of its past, present and future members, owners, directors, officers, employees, trainers, instructors, volunteers, agents, successors and affiliates, and their representative heirs and legal representatives ("Released Parties"), from any and all liability and claims and agree not to sue the **Academy** and/or the Released Parties in connection with any and all damages, claims, demands, rights, liabilities, and causes of action which are based in whole or in part upon the personal injury, death, or property damage to me or my family members or guests which arises out of or is related in any way to the Equine Activities at the **Academy**. I hereby acknowledge that I have seen the Academy's public notice of the inherent risks of Equine Activities posted in clearly visible locations throughout the facilities. I understand that horses, by their very nature, are unpredictable and can be dangerous. I am aware that people who spend time around horses can be injured or killed. I am aware that serious injury or death of my horse or pony is possible when it is handled, trained, or in a lesson or even if it is alone in a pasture or paddock. I realize that by participating in Equine Activities I am engaging in an inherently dangerous activity and that I assume all risks associated therewith. I realize and accept that even professional instruction cannot prevent serious injury or death from working around, handling, or riding horses and ponies.

I further agree to indemnify, defend and hold harmless the **Academy** from all damage, actions causes of actions, claims judgments, executions, debts, cost of litigation and attorney's fees and costs, which may in any way arise out of, or result from the furnishing of Equine Activities located at the Painted Oaks Academy.

I understand that I am fully responsible for any guests that I may have on the property and that I am responsible for fully informing the guest of all risks related to being around, handling or riding horses.
x _____ (**initials**)

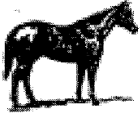
The Academy, its owners, officers, directors, instructors, employees and associates have my permission to initiate emergency first aid treatment for myself in case of an accident. They also have my permission to authorize emergency medical treatment by qualified medical personnel for my children and/or myself.
x _____ (**initials**)

I have read and understand the Release of Liability, Agreement Not to Sue, and Indemnity Agreement, and I acknowledge that by executing this agreement, I am giving up valuable rights.

x _____
(**Signature of Participant or Parent/Guardian**)

x _____
(**Date**)

x _____
Print Name of Participant if s/he is a minor child



Painted Oaks Academy

WARNING NO PERSON MAY RIDE UNLESS S/HE:

1. has permission of the Academy's management, abides by the management's rules and has signed the Release and Waiver.
2. wears adequate protective headgear which meets or exceeds ASTM/SEI equestrian helmet standards (required for all minors) or has signed a helmet waiver.
3. wears boots and or shoes with a heel.
4. maintains control of his/her horse and rides safely within his/her ability.
5. has checked all tack and equipment for any defects or wear or tear which may affect the integrity and functioning of the tack or equipment.
6. does not jump any obstacles without supervision from Academy management or a professional riding instructor.
7. is physically fit and in a condition to safely ride without harming his/herself.
8. is not pregnant.

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 or equine activities.

FOR RECOMMENDATION AND WAIVER USE OF ASTM/SEI APPROVED PROTECTIVE HEADGEAR

Painted Oaks Academy recommends the use of a properly fitting ASTM/SEI approved equestrian helmet for all individuals participating in horseback riding activities. **Protective helmets are REQUIRED for all minors.**

Painted Oaks Academy will provide ASTM/SEI approved helmets in the event the Participant does not have one.

I understand the additional safety an ASTM approved equestrian riding helmet provides.

I understand that riding without an appropriate helmet increases the risk of injury in the event of an accident.

I choose for myself to ride without and ASTM approved riding helmet and I assume full responsibility for this decision.

I have read, understand and agree to be bound by the stipulations stated in the warning.

If you choose to ride without helmet or substitute another helmet for the ASTM/SEI approved equestrian helmet, you must sign this release form below

Signature of Participant: _____ Date: _____
*ONLY SIGN IF YOU DO NOT WANT TO WEAR A HELMET

FAMILY DOCTOR MEDICAL INFORMATION: _____
 PHONE _____ LOCATION: _____

CANCELLATION AND PAYMENT POLICY

Sick Call: To receive a lesson credit, at least 24 hours notice must be given (Texting Best) if a lesson is to be missed.

Renewals: Lesson package renewals must be paid on the 5th (Fifth) lesson, to keep your time slot, and instructor.

Late: If you arrive 15 minutes late for your half hour scheduled lesson you may be bumped to the next available full half hour time slot based on availability, rescheduled, or be charged for that lesson.

Real Late* If you arrive more than 15 minutes late, sorry, you will be charged for that lesson, and have to reschedule.

**(Sorry, No exceptions. We do this in an effort not to disrupt the other ongoing scheduled lesson students times).*

IN WITNESS WHEREOF, I have set my hand this _____ day of _____ in the year _____.

x _____
 (Signature) Guardian or Adult Participant

Student's Name: _____
 Print Participant's Name(s)