



46500 Royal Oaks Trail,

Callahan FL 32011

904.713.7391

empowermentranchjax@gmail.com

www.empowermentranch.com

We value the safety of children in our care, our employees and volunteers and the people whom we serve. Since horses are by nature unpredictable, Florida law requires us to advise you of the potential danger of equine activities. In order to participate in these activities, it is necessary that we obtain the following release from liability from every adult or the parent/guardian of any person under 18 participating in these activities.

WARNING

UNDER FLORIDA LAW AN EQUINE SPONSOR OR PROFESSIONAL IS NOT LIABLE FOR THE INJURY OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

Release from Liability

I, _____, understand that equine activities and other outdoor activities are inherently dangerous. I assume all risks associated with such activities. I hereby release and hold harmless all directors, therapists, instructors, employees, assistants, and volunteers of Empowerment Ranch, Linda Joyner, Jennifer Weir, Empowerment Ranch at 46500 Royal Oaks Trail, Callahan FL, and any other properties being utilized for Empowerment Ranch activities from all liability resulting from damages or injuries to persons or property, including death, arising from participation in equine activities.

I understand that we are permitted to be at Empowerment Ranch, or any other properties being utilized for Empowerment Ranch activities only during the time of scheduled programs and/or when an Empowerment Ranch representative is present.

I agree to enter and exit Empowerment Ranch through the designated gates to ensure the privacy of staff and residents.

I understand that persons under 18 must be accompanied by an adult.

I understand that the horses belong to individual owners and cannot be used at any time other than our scheduled program hours or with the horse owner's explicit permission.



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RELEASE AND INDEMNITY AGREEMENT

For the purpose of this agreement "Activity" and "Activities" refers to all equine activities as well as any of the activities pertaining to Empowerment Ranch (including but not limited to construction, maintenance).

In consideration of the acceptance of my participation and/or the participation of my child or ward in the "Activities" or the use of horses during riding sessions provided by or from Empowerment Ranch, and with the understanding that a horse may be startled by sudden movement, noise or other factors, and may shy, rear, stop short, bite, buck, kick or run with the rider, especially when the ride is conducted in a natural setting, I **AGREE TO 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 such horseback riding or any other "Activity" 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, disbursements and all expenses incurred in the defense of any actions. The released parties include Empowerment Ranch, Linda Joyner, Jennifer Weir, Empowerment Ranch at 46500 Royal Oaks Trail, Callahan FL, any other properties being utilized for Empowerment Ranch activities, their parent, related, affiliated and subsidiary companies, and both the current and future officers, individual members of the board of directors, instructors, therapists, volunteers, employees, agents, representatives, successors and assigns of each. I understand that this release of liability and indemnity agreement includes any claims based on the negligence, actions or inactions of any of the above released parties and covers bodily injury and property damage, whether suffered by me, my child or ward before, during, or after such participation. I understand that this release and indemnity agreement includes all claims that the released parties provided the equipment or tack or knowingly or unknowingly provided faulty or defective equipment or tack that was partially or totally responsible for any injuries or damages. I also understand that this release and indemnity agreement includes all claims that the released provided the equine or failed to make efforts to determine the ability of the participant to engage safely in the "Activity" or to determine the ability of the participant to safely manage the particular equine or equipment based on either mine or the participant's representation of the participant's ability. Further, I understand this release and indemnity agreement includes all claims against the released parties for any injuries or damages arising out of conditions of the land or facilities upon which the participant was injured regardless of whether the conditions were latent or patent. I understand this release and indemnity agreement applies to and is in effect at any and all times that I or my child or ward are participating in any of the "Activities" or before, during, or after such participation and applies regardless of whether there have been any changes in the "Activities" or the premises on which the "Activities" take place. I further authorize medical treatment for said child or ward, at my cost, if need arises.

Lessee **OR** Participant **OR** Volunteer

Name (print)

Name of Parent/Guardian if under 18 (print)

Signature (Self or Parent/Guardian)

Date

E-mail Address

Phone Number