

**Florida Whips, Inc. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT** (9/2015)

**Florida Whips Region:**  Statewide  Panhandle  Northern  Southeastern  Southwestern

**Event Name:** Carriage Driving Lessons at Caloosa with Elizabeth Keathley

**Event Location/Address:** 14000 Caloosa Blvd, Palm Beach Gardens, FL 33418

**Property Owner/Additional Insured:** Caloosa Property Owners Association

**Event Date(s):** December 11,12 2021

I, the undersigned (Releasor), on my behalf and on the behalf of my heirs, assigns, and successors in interest, and on behalf of my minor child(ren), or those persons or individuals for whom I am responsible acknowledge and understand the following:

- The inherent risks involved in riding, driving, and working around horses, and those risks listed in Florida Statutes § 773.01(6) (2012)
- The entities described above, including Florida Whips, Inc. and any sponsors, property owners, or additional insureds, and or equine professionals associated with the above described events (collectively described as "Sponsors") will not be held responsible for any injury, death, damage, or loss to or by animals or equipment, including without limitation equines, canines, carriages, equipment use, for the care, or use of the animals or equines. This includes, but is not limited to damage by fire, theft, animal, human and/or equipment collision, escape and acts of God.
- In consideration for the privilege of participating in activities related with the activities located on or related to the Sponsors' property, equipment, equines, or animals, the undersigned Releasors expressly agree to assume the risk for any and all injury, loss or damage and agree to release, hold harmless, and indemnify Sponsors, together with all their agents/employees from any and all claims of injury, loss, damage or death caused by, resulting from or in any way related to the inherent risks of equine activities.
- Releasors agree that all farrier, veterinarian and medical expenses, including emergency care treatment are the sole responsibility of the owner of the animals on behalf of whom such services are rendered.
- Releasors expressly covenant not to sue or make claim against Sponsors, their heirs, successors, assigns, agents, servants or employees for any injury, loss, damage or death caused by, resulting from, or in any way related to any of the inherent risks of equine activities.
- Should any individual provision of this release agreement be declared null, void and unenforceable, all other provisions shall be in full force and effect. In the event of any claim or litigation arising out of this agreement, the prevailing party shall be entitled to attorneys fees and costs. This is a legally binding agreement and each party has the right to seek and obtain the opinion of separate counsel before executing this document.

Releasor agrees to the safety rules of the Florida Whips, Inc including but not limited to the following as described at [www.flawhips.org](http://www.flawhips.org):

- Vehicles and harness must be serviceable, and in good repair.
- Horses must have bridles on with reins attached prior to hitching to a vehicle.
- Vehicles must be unhitched prior to removing reins and bridles. Never tie a horse or leave it unattended when hitched to a vehicle.
- Driver must have a whip and carry it in hand while in motion.
- Never pass another carriage at a fast trot or drive too close to another carriage. It is recommended that the driver of the passing vehicle get permission of the vehicle in front to do so.
- Consumption of alcohol is not permitted during Florida Whips events.

**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. NOTE: SIGNING THIS DOCUMENT CONSTITUTES A WAIVER OF LEGAL RIGHTS AND REMEDIES THAT MAY BE OTHERWISE AVAILABLE TO YOU UNDER FLORIDA LAW, SPECIFICALLY, CHAPTER 773, FLORIDA STATUTES, (2012). PLEASE FEEL FREE TO CONSULT WITH LEGAL COUNSEL BEFORE SIGNING.**

*I certify that I have read this release before signing and I agree to and am responsible for abiding by the safety rules:*

Name (printed or typed): \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_