

**CACTUS JACK'S TRAIL RIDES LLC
ACKNOWLEDGEMENT OF WARNING, EXPRESS ASSUMPTION OF RISK
AND COMPLETE RELEASE FROM LIABILITY**

Participant Name: _____ Date: _____ Age: _____
(Please print. If participant is under 18, include name of parent or guardian at bottom of form.)

Street Address: _____

Home Phone: (____) _____ Email Address: _____

Emergency Contact: _____

Relationship: _____ Telephone: _____

Do you have any medical, physical or emotional condition that would be adversely affected by this activity? _____

Are you pregnant? _____

WARNING: Under Florida Law (FLORIDA STATUTES, CHAPTER 773, EQUINE ACTIVITIES), an Equine Activity Sponsor or Professional is not liable for any injury to, or the death of a participant in Equine activities, resulting in the inherent Risk of Equine Activities.

1. In consideration of permission to use today and on all future days, the property, equipment, tack, Equines (horses, ponies, mules or donkeys), facilities and services of CACTUS JACK'S TRAIL RIDES LLC (hereinafter jointly referred to as "CACTUS JACK'S", THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GRAND OAKS OPERATING LLC, I, the undersigned participant, hereby expressly agree:

A. That I am fully aware of the inherent risk of Equine activities, including but not limited to the propensity of Horses to behave in ways that may result in injury, harm or death to persons on or around them; the unpredictability of a Horse reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals. Certain hazards such as surface and sub-surface conditions, collisions with other Horses or objects and the potential of a participant to act in negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal, not properly preparing the horse, or not properly tacking the horse, or not acting within his or her ability. I HEREBY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY PARTICIPATION IN EQUINE ACTIVITIES OR MY USE OF OR PRESENCE UPON THE PROPERTY OR FACILITIES OPERATED BY CACTUS JACK'S, INCLUDING BUT NOT LIMITED FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GRAND OAKS OPERATING LLC. _____ (Initial).

B. To release "CACTUS JACK'S", THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GRAND OAKS OPERATING LLC and all successors, assigns,

affiliates, officers, directors, employees, and agents from and agree not to sue any or all of them on account of or in connection with any claims, causes of action, injuries, damages cost or expenses arising out of my participation in Equine activities or my presence upon or the use of the property, facilities, or service of “CACTUS JACK’S”, THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GOLDEN OCALA GOLF AND EQUESTRIAN CLUB, whether or not caused by the negligence or other fault of “CACTUS JACK’S”, THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GOLDEN OCALA GOLF AND EQUESTRIAN CLUB or any horses, property, facilities, or equipment supplied by “CACTUS JACK’S”, THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GRAND OAKS OPERATING LLC. _____ (Initial).

C. That this release shall be binding upon my heirs, assigns, legal representatives, or personal representatives. _____ (Initial)

D. To knowingly waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or affects 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 the execution of the Release. _____ (Initial)

E. That, if I or my assigns, heirs, or legal representatives ignore this agreement and initiate a claim or suit against “CACTUS JACK’S”, THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, and GRAND OAKS OPERATING LLC, I will be responsible for all attorneys’ fees and costs incurred by “CACTUS JACK’S”, THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GRAND OAKS OPERATING LLC. _____ (Initial)

F. That if the participant under this release is a minor child, I as parent or guardian of that minor child undertake the obligation of this Release on behalf of the minor child in giving my permission and consent for the minor child to participate in Equine activities and therefore, do agree to the fullest extent allowable by law on behalf of a minor child and confer upon “CACTUS JACK’S”, THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GRAND OAKS OPERATING LLC all the benefits of this Assumption of Risk and Complete Release and do further agree to indemnify and hold harmless against any claim, demand, or suit including all attorneys’ fees and costs incurred by “CACTUS JACK’S”, THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GRAND OAKS OPERATING LLC whether or not the basis for any claim, demand, or suit is caused in whole or

in part by the actual or alleged negligence or other fault of "CACTUS JACK'S", THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GRAND OAKS OPERATING LLC its Equines, facilities or service. _____ (Initial)

G. I WILL PAY STRICT ATTENTION TO THE INSTRUCTION AND SAFETY LECTURE AND I WILL COMPLY WITH THE DIRECTION OF THE STAFF MEMBER(S) _____ (Initial)

G. I have read and fully understand this Agreement. I understand that by making and signing this Agreement I surrender valuable rights, including, but not limited to, my right to sue if I am injured or even killed. _____ (Initial)

2. Riding Ability of Participant:

A. Beginner _____ Intermediate _____ Experienced _____ (Initial)_____

B. Is participant a minor? Yes No (Circle one)

C. If participant is a minor child, name of parent or guardian:

_____ (Please print)

Parent/Guardian: Relationship: _____

D. IF YOU ARE UNDER THE AGE OF 18, YOU MUST WEAR A HELMET WHEN MOUNTED.

A riding helmet is recommended safety gear for all participants.

I will wear a helmet _____. I will not wear a helmet _____. (Initial)

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.

Participant's Signature and/or Parent/Guardian signature if participant is a minor.

"CACTUS JACK'S", THE FLORIDA HORSE PARK, CROSS FLORIDA GREENWAY, SILVER RIVER STATE PARK, CHARLE HORSE RANCH, ROCK SPRINGS RUN RESERVE, and GRAND OAKS OPERATING LLC provide this document in good faith absent any intention to misstate any declaration of danger associated with participation in Equine activities.