

**PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK**

**IN THE BREEZE FARM INC.  
WE RESERVE THE RIGHT TO REFUSE SERVICE**

In consideration of the services of In The Breeze Farm, Inc., their agreements, owners, officers, volunteers, participants, employees, and all other persons or entities in any capacity on their behalf (hereinafter collectively referred to as "ITBF"), I hereby agree to release, indemnify, and discharge ITBF, on behalf of myself, my children, my parents, my heirs assign. Personal representative and estate as follows:

1. I acknowledge that horseback trail back rides and/or equestrian lessons entail known and unanticipated risk which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The risk include, among other things: loss of control, collision, horses irrespective of their behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by the rider, intent or apparent defect or condition of equipment, animals or property; acts of other participants in this activity, adverse weather conditions; contact with plants, insects, animals or property; my own physical conditions or my own act or omissions; the conditions of remote roads, trails, waterways, or terrain and accidents connected with their use; first aid, emergency treatment or other services rendered; consumption of foods and drink.

Furthermore, ITBF guides/instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

**SWIM AT YOUR OWN RISK**, it is your responsibility for supervision of minor children, boarder's guest, **everyone is required** to sign this release. I also understand that neither **this provider**, nor its employees can guarantee the suitability of any helmet provided.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate and **RIDE AT MY OWN RISK!**

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ITBF from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ITBF's equipment and facilities, including any such claims which allege negligent acts or omission of ITBF.

4. Should ITBF or anyone on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury, damage, or loss of wages, I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical conditions I may have.

6. In the event that I file a lawsuit against ITBF, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict or law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during any participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ITBF on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Yes, I choose to wear an ITBF helmet \_\_\_\_\_ (initials)                      No, I choose **NOT** to wear an ITBF helmet \_\_\_\_\_ (initials)

Circle Riding Experience:    Beginner                      Intermediate                      Advanced

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by ITBF to participate in it's activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ITBF from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Age: \_\_\_\_\_ **NO REFUNDS: ONCE YOU MOUNT THE HORSE.** Gratuity for your guide appreciated.

Yes, I choose to wear an ITBF helmet \_\_\_\_\_ (initials)                      No, I choose **NOT** to wear an ITBF helmet \_\_\_\_\_ (initials)

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

Circle Riding Experience:    Beginner                      Intermediate                      Advanced                      \_\_\_\_\_

ITBF Office Employee