

CLIENT NAME \_\_\_\_\_



**PINE HOLLOW  
RELEASE AND INDEMNITY AGREEMENT**

In consideration of (a) entering upon the premises owned by HUNTER'S RUN EQUESTRIAN CENTER, INC., a Florida corporation, d/b/a PINE HOLLOW (PINE HOLLOW) or (b) receiving training, lessons or boarding services from PINE HOLLOW or (c) observing lessons or other training either as a rider, trainer, owner, attendant, participant, spectator, boarder, tenant, or in or any other capacity, in or around any equestrian activity directly or indirectly conducted by PINE HOLLOW, the undersigned hereby releases PINE HOLLOW, its officers, directors, contractors, agents, employees and family members (the Released Parties) of and from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned, or any property of the undersigned, while under the control, maintenance or supervision of the Released Parties, whether such injury is caused by the negligence of the Released Parties or otherwise.

**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.**

The undersigned expressly acknowledges and agrees that equestrian activities are dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned, being fully aware of the risks and hazards inherent in participating in any equestrian activity, hereby elects to voluntarily participate in such equestrian activities, knowing his/her experience and present physical condition and knowing that said equestrian activities are inherently hazardous and dangerous activities. The undersigned further acknowledges that the Released Parties do not provide, are under no duty to provide, nor are they equipped to provide, emergency medical services to the undersigned.

The undersigned hereby voluntarily assumes all risk of loss, damage or injury, including death, which may be sustained by the undersigned or by any property of the undersigned while participating in any equestrian activity, directly or indirectly supervised by the Released Parties.

The undersigned hereby agrees to indemnify and save and hold harmless the Released Parties and each of them from any losses, liabilities, damages or costs they may incur due to the undersigned's participation in any equestrian event, whether caused by the negligence of the Released Parties or otherwise.

This Release shall remain in full force and effect for each and every occasion in which the undersigned is upon the premises owned by or is under the direct or indirect supervision of the Released Parties, and shall have the same effect as if executed prior to each such occasion. The undersigned agrees that no oral representations, statements or inducements have been made, and that this Release may not be modified verbally. The undersigned acknowledges that the execution of this Release is material to inducing the Released Parties to provide the training, boarding, participation or observation discussed above, and that the undersigned would not be able to obtain the services of the Released Parties without executing this document.

In consideration of the above referenced services or merely the right to enter the premises, and for other good and valuable consideration that the undersigned acknowledges as having received, the undersigned hereby grants the following rights and permissions to PINE HOLLOW, its legal representatives and assigns, including the photographer or videographer retained by PINE HOLLOW and those for whom the photographer or videographer is acting, and those acting with his/her authority and permission concerning any photographs that will be or have been taken. PINE HOLLOW has the absolute and irrevocable right and unrestricted permission to take, use, reuse, copyright, publish, and republish photographic portraits or pictures of the undersigned (or minor) or in which the undersigned (or minor) may be included, in whole or in part, individually or in connection with other material, in print and/or electronically, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with or without the undersigned's (or minor's) own or a

fictitious name, or reproductions of such photographs in color or otherwise, made through any medium at PINE HOLLOW, at photographer's studios or elsewhere, and in any and all media now or hereafter known, including the internet, for art, advertising, trade, or any other purpose whatsoever, specifically including illustration, promotion, publicity, web content or editorial. The undersigned also consents to the use of any published matter in conjunction with such photographs. The undersigned specifically consents to the digital compositing or distortion of the portraits or pictures, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background. The undersigned waives any right that the undersigned (or the minor) may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs or the use to which it may be applied. The undersigned understands that the images may be used in advertisements to promote PINE HOLLOW or the photographer. The undersigned releases, discharges, and agrees to hold harmless and defend PINE HOLLOW, the photographer, the Released Parties, their legal representatives or assigns, and all persons acting under their permission or authority or those for whom he/she is acting, from any liability by virtue of any reason in connection with the making and use of such photographs, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy. The undersigned hereby warrants that the undersigned is a legal competent adult (and a parent or legally appointed guardian of the minor, and that the undersigned has every right to contract for the minor in the above regard). This release shall be binding upon (the minor and) me, and our respective heirs, legal representatives, executors, administrators and assigns.

The undersigned expressly agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance of the provisions set forth in this Agreement shall continue in full legal force and effect. In signing this Release, the undersigned hereby acknowledges and represents that (s)he has read it, understands it, is fully familiar with the contents of it, and signs it voluntarily, and that (s)he is over 18 years of age and of sound mind.

**24hour cancellation policy. If less than 24hours notice is given you will be charged full rate or forfeit a prepaid lesson.**

**\*\*NOTE: A commission of 15% is charged for horse sales/leases.**

IN WITNESS WHEREOF, the undersigned has executed this Release this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. **I UNDERSTAND THAT THIS IS A COMPLETE RELEASE OF LIABILITY. I HAVE READ IT CAREFULLY.**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Signature, parent or guardian: \_\_\_\_\_  
(if under age 18)

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name