



Sarasota Manatee Association for Riding Therapy, Inc.

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941-322-2000
www.smartriders.org

RELEASE AND ASSUMPTION OF RISK AGREEMENT

I agree to the following Release and Assumption of Risk Agreement with SARASOTA MANATEE ASSOCIATION FOR RIDING THERAPY, INC., a Florida nonprofit corporation (hereafter referred to as "SMART") as a condition for allowing me and/or my child /legal ward identified below to enter SMART's premises, surrounding land, and other program locations, be near horses, participate in equine-assisted activities, work near horses, handle horses, use equipment, work with staff and/or volunteers, and/or receive instruction or guidance while riding, driving, grooming, and/or handling horses. This is not meant to be a complete list of all activities and will be referred to in this document as "The Activities".

IT IS HEREBY AGREED AS FOLLOWS:

1. I have voluntarily requested, for myself and/or for my child/legal ward identified below, to engage in any and/or all of The Activities, now and/or in the future.
2. **Risks.** I understand that anyone engaging in The Activities can suffer bodily injuries, property damage and other injuries including death. Participation in The Activities involves certain inherent risks and, regardless of the care that is taken, it is impossible to ensure the safety of the participant. I understand the risks/dangers inherent in The Activities, and I agree to assume them. I am not relying on SMART to list all possible risks for me and/or my child/legal ward.
3. **Waiver and Liability Release:** As consideration for SMART allowing me and/or my child/legal ward to engage in The Activities at any time and/or at any location, I do hereby voluntarily assume all risks of loss, damage and personal bodily injury including death that may be sustained which may hereinafter occur on account of, or in any way arising from, entry upon the premises or participation in The Activities on or off the premises. I, for my heirs, administrators, personal representatives, and/or assigns, release and discharge SMART, all SMART employees, assistants, directors, volunteers, instructors, officers and owners of horses from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present or future).
4. **Indemnification:** I also understand and agree to indemnify and hold harmless SMART and all persons or entities working on behalf of or affiliated with SMART against any and all further claims or damages, cost or expenses incurred by SMART and/or their employees as a result of an accident, injury or property loss which may occur while I, and/or my child/legal ward are on or off the premises or engaged in The Activities connected with SMART which may result from negligence of the undersigned or the negligence of SMART, employees, volunteers, instructors, agents, third parties and/or any combination thereof of SMART. The indemnification shall include reimbursement of SMART'S attorney fees.
5. **ASTM/SEI Headgear:** SMART will provide me and/or my child/legal ward with an equestrian safety helmet that is ASTM standard and SEI-certified for use when riding or driving horses. I understand that SMART, its employees, assistants, directors, volunteers, instructors, officers, owners of horses and/or agents cannot guarantee the suitability of any helmet provided.
6. **Health and Disabilities:** I understand that SMART always recommends that I seek the advice of a physician if I and/or my child/legal ward are injured. I also understand that many of The Activities pose special physical risks to the participant.
7. Should I breach this Release (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by SMART and/or persons directly affiliated with SMART. It is also mutually agreed that any disputes arising under this Release, and/or any activities that are undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in or nearest to Manatee County, Florida.

I understand that when signed, this Agreement is intended to be legal, valid and binding at all times, now and in the future, when SMART permits me and/or my child/legal ward to engage in any and/or all of The Activities either on the SMART premises and/or other designated program locations.

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.

NAME OF PARTICIPANT _____

SIGNATURE OF PARTICIPANT if 18 or older _____ **DATE** _____

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Address of Participant: _____

Phone: (Home) _____ (Cell / other) _____ Email: _____

I hereby certify that I am authorized to sign this Release and Assumption of Risk Agreement on behalf of the Participant.

SIGNATURE OF PARENT OR LEGAL GUARDIAN _____ **DATE** _____

Print name of Parent or Legal Guardian: _____

Address _____

Phone: (Home) _____ (Cell / other) _____ Email: _____