

Confidence-Building Trail and Obstacle Clinic

Bess Wall

Release of Liability (Florida)

(Fill out the first paragraph. Carefully read the following paragraphs)

GOOD FOR ONE YEAR FROM DATE OF SIGNATURE

This RELEASE of LIABILITY is made and entered into on this 21st day of **JANUARY**, 2017 by and between **Bessie S. Wall**, hereinafter designated **MANAGER** and _____ hereinafter designated **RIDER/HANDLER**, and if **RIDER/HANDLER** is a minor, Rider/Handler's parent or guardian, _____.

In return for the use, today and on all future dates of the property, facilities and services of the Manager, the Rider/Handler, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider/Handler to carry full and complete insurance coverage on his horse, personal property and himself.
2. Rider/Handler agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE Rider/Handler's USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.

ALL PARTICIPANTS MUST WEAR HELMETS during the clinic, whether working on the ground or not. No exceptions. (No refunds.)

3. Rider/Handler agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Manager.
4. Rider/Handler agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect 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 executing the release.
5. Rider/Handler agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Rider/Handler's use of or presence upon the Manager's property and facilities.
6. Rider/Handler agrees to abide by all of Manager's rules and regulations.
7. If Rider/Handler is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
8. This contract is non-assignable and non-transferable and is made and entered into the State of Florida, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider/Handler and Rider/Handler's parent or guardian, if Rider/Handler is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Florida - Warning - Under Florida law, an equine 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. _____ (initial)

9. I understand Bess Wall or her designees often takes pictures and/or video of horse (Equine) related activities and events that are used for her portfolios and advertising. I understand that pictures and/or video of horse (equine) related activities and events are often sent to her from other participants. By being a participant in this clinic, I understand that I am giving Bess Wall permission to use any pictures and/or video that may include my family or me for their portfolios and/or for advertising. If you are there you and your animal may be in photos or videos used.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THIS RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

Name of Rider/Handler _____

Parent/Guardian (of child under 18) _____

How did you hear about this clinic? _____

E-Mail _____

Address _____

City _____ State _____ Zip _____

Home Phone _____


Work/Cell _____

In case of an emergency—contact person: _____

Phone number: _____

Relationship: _____

All participants in the Mini Horse Obstacle Clinics who are under 18 must wear a helmet. Showing up without a helmet does not constitute a refund. The participant will not be able to participate in the clinic until s/he is able to find a helmet to wear. NO EXCEPTIONS.



Manager's Signature

Date January 21, 2017

Rider/Handler's Signature

Date

Parent's Signature (if rider under 18)

Date

**Baby Joshua's FUNDRAISER
Double-Cleft Palate Surgery**

<https://www.gofundme.com/babyjoshuasjourney>

ONE-Day Confidence-Building TRAIL HORSE Obstacle

Clinic with BESS WALL

January 21, 2017

Check # _____

Amount: _____

Two OPEN Pastures

BESS WALL

10055 West Highway 100

Bunnell, FL 32110

386-503-5181

howlingpl@msn.com

www.besswallobstacles.com

COST: \$85

(Auditors are Free)

Time: 9:00 a.m. -- 4 p.m.

Can come FRIDAY after 4 pm--no charge--generators welcome

Stay Saturday night and go trail riding next day.

Gates open 7:00 a.m. – check in begins at 8:15 a.m.

ENTRY FORM (Print, please)

NAME: _____

Age if under 18: _____

Parental Signature, if under 18: _____

Horse's Name: _____ Age: _____

USED FOR (circle all that apply): TRAIL Service Therapy Show POSSE/Mounted Pet

Address: _____ CITY: _____

State: _____ Zip: _____

EMAIL (**print neatly**): _____

Phone: (home) _____; (cell) _____

Mail CLINIC FEE to: Bess Wall
10055 West Hwy 100, Bunnell, FL 32110

(386) 503-5181 text or message

E-mail: howlingpl@msn.com

Website: www.besswallobstacles.com