FLORIDA EQUINE ACTIVITY

RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT
(Twin Clover Stables – Lithia, Florida)
This Release, Waiver, Hold Harmless, and Indemnification Agreement ("Agreement") is executed on this ____day of _____ ___***2026***, by:

Participant Name: _____
Address: _____
Phone/Email: _____

In consideration for being permitted to participate in equine activities, lessons, training, boarding, handling, visiting, spectating, or otherwise being present at or around horses and related activities at Twin Clover Stables locations, located at: 17820 Dorman Road, Lithia, Florida 33547

Participant agrees as follows:

1. Released Parties
This Agreement releases and discharges the following individuals and entities (collectively referred to as "Released Parties"):
-Twin Clover Stables
-Holly Boyer
-Heather Alagood
-Any instructors, trainers, employees, agents, volunteers, representatives, independent contractors, clinicians, property owners, landlords, lessors, affiliates, and all others acting on their behalf
-Their respective heirs, successors, assigns, members, managers, partners, beneficiaries, trustees, and representatives

2. Acknowledgment of Florida Law
Participant acknowledges that this Agreement is governed by the Florida Equine Activity Liability Act, Florida Statutes §773.01–773.05.
Participant understands that equine activities involve inherent risks that may result in serious bodily injury, permanent disability, paralysis, or death.

3. Definition of Equine Activities
For purposes of this Agreement, "Equine Activities" includes, but is not limited to:

-Riding, training, handling, grooming, feeding, watering, bathing, leading, loading, transporting, or otherwise interacting with any horse
-Mounted or unmounted participation
-Participation in lessons, clinics, shows, camps, or events
-Observing, spectating, visiting, or being present on the premises
-Being in the vicinity of any horse
-Activities occurring on or off the property
-Activities conducted at clinics, shows, off-site events, or transported locations
-Use of tack, equipment, jumps, rails, fences, vehicles, and related items

This Agreement applies whether Participant is actively participating or merely present on property owned, leased, rented, borrowed, visited, organized upon, or otherwise utilized by the Released Parties.

4. Inherent Risks of Equine Activities
Participant understands and acknowledges that horses are powerful and unpredictable animals. Risks include, but are not limited to:

-Being thrown, falling, kicked, bitten, stepped on, crushed, or dragged

-Sudden movements such as bucking, bolting, rearing, spooking, striking, or spinning
-The unpredictability of a horse's reaction to sounds, sudden movements, weather, equipment, vehicles, other animals, or -unfamiliar persons
-Equipment or tack failure
-Collisions with fences, rails, jumps, vehicles, objects, or other persons
-Uneven, slippery, unstable, or hazardous footing
-Surface and subsurface conditions
-Acts or omissions of instructors or other riders
-Negligence of other participants

Participant understands that these risks are inherent and cannot be eliminated.

5. Express Assumption of Risk
Participant voluntarily and knowingly assumes ALL risks, known and unknown, foreseeable and unforeseeable, associated with Equine Activities. Participant accepts full responsibility for any injury, illness, disability, death, property damage, or other loss arising from participation in or observation of Equine Activities or from being present on the premises. Participant agrees to inspect and remain responsible for the condition and proper adjustment of tack and equipment and to be responsible for personal safety at all times.
Participant agrees to remain financially responsible for any medical expenses incurred.

6. Comprehensive Release and Waiver of Liability
To the fullest extent permitted under Florida law, Participant releases, waives, discharges, and covenants not to sue the Released Parties from any and all claims, demands, causes of action, damages, losses, liabilities, or expenses of any kind whatsoever arising from participation in or observation of Equine Activities or from being present on the premises.
This release includes claims arising from:

-Ordinary negligence
-Selection, training, or suitability of any horse
-Instruction provided
-Supervision or lack thereof
-Premises conditions
-Equipment or tack condition
-Acts or omissions of any Released Party

This release does not apply to willful and wanton misconduct as defined under Florida law.
This release applies to personal injury, death, property damage, and any other loss.
Participant acknowledges that this release is intended to be as broad and inclusive as permitted by Florida law.

7. Indemnification and Defense
Participant agrees to indemnify, defend, and hold harmless the Released Parties from any and all claims, demands, damages, losses, liabilities, costs, and attorneys' fees arising from Participant's involvement in Equine Activities or presence on the premises.
If Participant is a minor, the Parent or Guardian agrees to personally indemnify and defend the Released Parties against any claims brought by or on behalf of the minor.

8. Attorneys' Fees
Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred in enforcing the terms of this Agreement or defending against any claim arising from Participant's involvement.

9. Medical Authorization
Participant authorizes emergency medical treatment if deemed necessary and agrees to be financially responsible for any resulting medical expenses.

10. Protective Equipment Acknowledgment
Participant understands that ASTM/SEI-approved helmets and appropriate footwear are strongly recommended. Participant assumes full responsibility for the decision to wear or not wear protective equipment.

11. Governing Law, Venue, and Time Limitation
This Agreement shall be governed by the laws of the State of Florida.
Any legal action shall be brought exclusively in the state courts located in Hillsborough County, Florida.
Participant agrees that any claim or cause of action arising under this Agreement must be brought within one (1) year from the date the claim accrues.

12. Severability
If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

STATUTORY 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.
I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND SIGN IT FREELY AND VOLUNTARILY.

Participant Printed Name: _____
Participant Signature: _____
Date: _____
Emergency Contact Name and Phone: _____

If Participant is under 18:
Minor Name: _____
Parent/Guardian Printed Name: _____
Parent/Guardian Signature: _____
Date: _____
Emergency Contact Name and Phone: _____