

**BLANTON RANCH, LLC d/b/a WINDING TRAILS RANCH, TOPHAND CHALLENGE, B-B BUCKING BULLS
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN THE CASE OF INJURY, DEATH OR PROPERTY DAMAGE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. Your signature indicates your complete understanding and full agreement to all terms.

I _____ hereafter the "Undersigned" resides at _____ (if any child is a minor, I hereby execute this agreement as my minor's child's responsible party and execute the last portion of this agreement.)

On behalf of any personal representative, heirs, next-of-kin, spouse and assigns, I HEREBY:

1. Acknowledge that a horse may without warning or any apparent cause, buck, stumble, fall, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet or body, push or shove a person, strike with either its front or hind legs, and saddle, bridle any other equipment that may loosen and/or break-all of which may cause the rider to fall, be jolted become seriously injured or killed.
2. Acknowledge that horseback riding and any other activity that takes place around horses is a dangerous activity and involves RISKS that may cause SERIOUS INJURY and DEATH because of the unpredictable nature and irrational behavior of horses regardless of their training, size, age and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent to in the use or presence of horses, equipment.
4. RELEASE DISCHARGE AND PROMISE NOT TO BRING any claim, cause of action and/or lawsuit against BLANTON RANCH LLC and/or its employees, agents, directors, stockholders, affiliates, contractors, lessors, property owners and any other person or entity associated with BLANTON RANCH LLC.
5. Release the Releasees from any claim, action and/or cause of action that such Releasees are, or may be, negligent in connection with me or my minor child's riding experience or ability including but not limited to training.
6. Release the Releasees for all injuries, losses and damages that I or my minor child may suffer or sustain in connection with or arising from my participation or my minor child's participation in horseback riding activities.
7. Assume all risks associated with horseback riding and hereby waive any and all claims, actions and/or cause of action that I may have or hereinafter may have against the Releasees.
8. INDEMNIFY and HOLD HARMLESS BLANTON RANCH LLC and/or its employees, agents, directors, contractors, lessors, property owners, and any other person or entity associated with BLANTON RANCH LLC against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse, my being around the horse, any equipment or gear provided therewith or any acts of omission of BLANTON RANCH LLC.
9. Agree to abide by and follow instructions, guidelines or rules given and/or established by BLANTON RANCH LLC and/or its employees, agents, directors, stockholders, affiliates, contractors, lessor, property owner, and/or any other person or entity associated with BLANTON RANCH LLC with regard to my use of the horse, my being around the horse or property, or any equipment or gear provided therewith.
10. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk and indemnity agreement is governed by the State of Florida and is intended to be as broad and exclusive as is permitted by Florida Law and that in the event any portion of the Agreement is determined to be in invalid, illegal or unenforceable, the validity, legality and enforceability of all remaining terms of the Agreement shall not be affected or impaired in any way, and shall continue in full force and legal effect, and;
11. Acknowledge that this document is a legally binding contract and agree that if a lawsuit is filed against BLANTON RANCH LLC and/or its employees, agents, directors, stockholders, affiliates, contractors, lessors, property owner, and/or any other person or entity associated with BLANTON RANCH LLC.
12. WARNING: Under Florida Law, an equine activity sponsor or equine professional is not liable for injury, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

I HAVE READ THIS DOCUMENT; I UNDERSTAND THAT IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNIFICATION FOR ALL CLAIMS OF WHATEVER KIND.

Date: _____ Signature: _____

Please notify the following in the event of injury:

Name: _____ Phone: _____ Address: _____

PARENT/GUARDIAN WAIVER FOR MINOR

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

I, _____ acting as a parent, natural guardian, or legal guardian of _____ (minor child's name) affirm that I have read to the agreement. **READ THIS FORM COMPLETELY AND CAREFULLY.** YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF **WINDING TRAILS RANCH, BLANTON RANCH, TOP HAND CHALLENGE, B-B BUCKING BULLS** USES REASONABLE CARE IN PROVIDING THIS ACTIVITY. THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED IN PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN 88 DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM **WINDING TRAILS RANCH, BLANTON RANCH, TOP HAND CHALLENGE, B-B BUCKING BULLS** IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND **WINDING TRAILS RANCH, BLANTON RANCH, TOP HAND CHALLENGE, B-B BUCKING BULLS** HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IN IF YOU DO NOT SIGN THIS FORM.

Parent/Guardian Signature: _____ Date: _____

Printed Name: _____