

AGREEMENT WAIVING & REFUSING PROTECTIVE EQUESTRIAN HEADGEAR
(For Parents & Guardians of Minors)

READ CAREFULLY BEFORE SIGNING!

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. Fla. Stat. § 773.04.

FLORIDA LAW MANDATES EQUESTRIAN PROTECTIVE HEADGEAR/HELMETS FOR ANY CHILD YOUNGER THAN 16 YEARS OLD. NO PARENT OR GUARDIAN MAY WAIVE OR REFUSE PROTECTIVE EQUESTRIAN HEADGEAR FOR ANY CHILD UNDER 16 YEARS OLD. Fla. Stat. § 773.06.

_____ I acknowledge that I have been fully warned and advised of the dangers and risks involved in horseback riding without wearing a properly fitted and secured, certified (by ASTM/SEI Equestrian standards) helmet, whether riding or being around horses on the premises of The Canyons, Inc., d/b/a The Canyons Horseback Trail Rides, in order to reduce or prevent the severity of possible head injuries or death, resulting from horseback riding, including, but not limited to, risks of serious possible, emotion or physical injuries (including paralysis), illness, or death, to the minor rider, to me, to others, and to property, due to falls, to contact with objects, other persons, or the environment, to equipment failure or errors, or to moving, motion, or loss of balance while being aboard or transported by the animals, because horses are large animals, which may act unpredictably by such actions as biting, bucking, lying down, stumbling; running away.

_____ I further acknowledge that I have been fully warned and advised that I should purchase and/or provide for , the minor rider, to wear a properly fitted and secured, certified (by ASTM/SEI Equestrian standards) helmet, whether riding or being around horses on the premises of The Canyons, Inc., d/b/a The Canyons Horseback Trail Rides.

_____ I hereby acknowledge and assert that _____, the minor rider, is at least 16 years of age or older, and I therefore hereby refuse to purchase or provide for the minor rider to wear such a properly fitted and secured, certified (by ASTM/SEI Equestrian standards) helmet, whether riding or being around horses on the premises of The Canyons, Inc., d/b/a The Canyons Horseback Trail Rides, intentionally, knowingly, and voluntarily waiving the protection and critical safety precaution of such a helmet, and by so refusing and waiving, I do also hereby release, discharge, and acquit The Canyons, Inc., its respective employees, officers, directors, stockholders, agents, successors-in-interest, and assigns (Released Parties) from any and all claims for injury, illness, damages, loss, or death to the minor rider, or to me, or anyone else purporting to act on behalf of the minor rider, or me, resulting from the failure to wear such a properly fitted and secured, certified (by ASTM/SEI Equestrian standards) helmet.

_____ I intend that this Agreement be enforceable to the fullest extent provided by law, and in the event that any of the terms set forth in this Agreement or any word, phrase, clause, sentence (including without limitation any geographic, temporal or participatory restrictions), part, or provision should be found to be illegal, void, or unenforceable for any reason, such word, phrase, clause, sentence, part, or provision shall be modified or deleted in such manner as otherwise required, in to extend the fullest effects, rights, duties, and protections under this Agreement, as so modified, so that the validity of the remaining words, phrases, clauses, sentences, parts, and provisions shall not be affected thereby and shall be deemed, interpreted, and enforced, as being severable and independent from such illegal, void, or unenforceable provisions, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and all other valid provisions shall survive and continue to bind the parties, and be interpreted and enforced, as if such illegal, void, or unenforceable provisions were never a part of this Agreement.

_____ This Agreement shall be interpreted and enforced according to the laws of the State of Florida, notwithstanding the choice-of-law rules or conflicts of laws principles of this State, or of any other state, territory, province, or nation; and any claim or action relating to, or arising out of, this Agreement, or the waiver and refusal to which it applies, may be brought only in a court located in, or comprising, Marion County, Florida; and only after participation in a presuit mediation conference, which is a prerequisite condition to bringing suit.

_____ By signing and completing the information set out below in this Agreement, I acknowledge that I have read and fully understand this Agreement, and am of lawful age and legally competent to agree to and sign the Agreement knowingly and voluntarily, for myself, and the minor rider.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

____ 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 THE CANYONS, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN 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 THE CANYONS, INC. 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 THE CANYONS INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Full name of minor rider: _____ DOB: _____

Age: _____ Height: _____ Weight: _____

Address: _____ Zip: _____

City: _____ State: _____ Telephone: _____

Email: _____

Full name of Parent/Guardian of minor rider: _____

Parent's/Guardian's DOB: _____ Age: _____

Address: _____ ZIP: _____

City: _____ State: _____ Telephone: _____

Email: _____

Date: _____ Parent's/Guardian's signature: _____