

# Leprechaun Lane Training Center

## HORSE USE/LESSON AGREEMENT AND LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM PARTICIPATING IN THIS ACTIVITY. LEPRECHAUN LANE TRAINING CENTER, LLC. (LLTC), LISA B. MURPHY AND/OR JOHN A. MURPHY, FARM VOLUNTEERS, EMPLOYEES AND AGENTS DOES/DO NOT GUARANTEE YOUR SAFETY.

**WARNING: Under Florida Law, an equine professional is not responsible for injury to or the death of a participant in equine activities resultant from the inherent risk of equine activities pursuant to Title XLV. Torts (Chapters 766-774). Chapter 773. Equine Activities. 773.01. Definitions—773.05, Florida Statutes.**

### 1. REGISTRATION OF RIDERS/WORKING STUDENTS AND AGREEMENT PURPOSE.

By signing this agreement, I and the parent or legal guardians thereof if a minor (any individual under 18 years of age) do hereby agree to hire or borrow from LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents a horse, tack and equipment, or to use LLTC's, Lisa and/or John Murphy's, farm volunteers', employees', and agents' facility (any and all farm facilities and property), and/or take instruction for the purpose of horseback riding today and on all future dates.

RIDER NAME \_\_\_\_\_ Date of Birth \_\_\_\_\_

**Does this rider have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her ability to safely ride a horse? YES [ ] NO [ ] If yes, describe ON THE BACK OF THIS PAGE.**

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On this page and all following pages WRITE INITIALS **AFTER** READING EACH SECTION CAREFULLY. RIDER MUST INITIAL (IF A MINOR, BOTH PARENT/GUARDIAN AND RIDER INITIAL).

2. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS. This agreement shall be legally binding upon me, the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives and it shall be interpreted according to the Laws of the State of Florida. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "horse" hereinafter refers to all equine species. The term "horseback riding" herein refers to riding or otherwise handling of horses and ponies, whether from the ground or mounted. The term "rider" hereinafter refers to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall hereinafter refer to the above registered rider and the parents or legal guardian thereof a minor.

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\_\_\_\_\_ 3. ACTIVITY RISK CLASSIFICATION. I understand that horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

\_\_\_\_\_ 4. NATURE OF STABLED HORSES. I understand that LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents chooses lesson horses for their clam dispositions and sound basic training as is required for use as riding horses for beginning riders. Yet, no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of up to 6 feet, and the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts, which may include but are not limited to: stopping suddenly, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, striking out, running from danger, and tossing its head in an erratic fashion.

\_\_\_\_\_ 5. RIDER RESPONSIBILITY. I understand that upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child, if the rider is pregnant.

\_\_\_\_\_ 6. CONDITIONS OF NATURE. I understand that LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents IS not responsible for acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water, wild and domestic animals, insects or reptiles which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on indoor, out-of-doors, groomed or wild land which is subject to constant change in condition according to weather, temperature, shifting of the earth, or other factors, including but not limited to natural and man-made changes in landscape.

\_\_\_\_\_ 7. CARRY-ON OBJECTS AND SHARP NOISES. I understand that riders must not carry items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possible scaring a horse, and also must not carry sharp or pointed objects in their pockets which could cause injury in a fall. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

\_\_\_\_\_ 8. ACCIDENT/MEDICAL INSURANCE. I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred Expenses. My Insurance Company is: \_\_\_\_\_

Policy # \_\_\_\_\_ . I hereby authorize LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents to provide emergency medical care authorization or transportation for me or my minor child.

\_\_\_\_\_ 9. PROTECTIVE HEADGEAR/FOOTWEAR. I understand that LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents REQUIRE, WITHOUT EXCEPTION, the **use of a ASTM/SEI approved horseback riding helmet for ALL students at ALL times while mounted,** and it is suggested for grooming and handling horses. Riders are required to acquire their own helmets prior to any mounted lessons and within one month of signing this agreement. While these helmets may reasonably be expected to reduce the severity of some of the rider's head injuries, use of a riding helmet does not eliminate the possibility of a traumatic brain Injury. Additionally, RIDING BOOTS WITH A HEEL OF AT LEAST 1/4 INCH ARE REQUIRED WHENEVER A RIDER IS MOUNTED, REGARDLESS OF THE USE OF STIRRUPS. ***RIDING BOOTS AND APPROVED HELMETS ARE NOT PROVIDED BY LLTC OR ITS AGENTS.***

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\_\_\_\_\_ 10. LIABILITY RELEASE. I agree that in consideration of LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents allowing my participation in this activity under the terms set forth herein, I the rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents, it owners, property owners, facility owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises of trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter, collectively referred to as "ASSOCIATES") of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents and/or it's associates ordinary negligence; and I do further agree that except in the event of LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents and/or it's associates gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation against LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents and/or it's associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the Premises and operations of LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents and/or its associates, to include while riding; handling; or otherwise being near horses in any capacity owned or in the care, custody, and control of LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents, whether on or off the premises of LLTC, Lisa and/or John Murphy, farm volunteers, employees and agents.

**ALL RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. EACH PARENT MUST SIGN.**

I/We, the undersigned, have read and do fully understand the foregoing agreement, warnings, release and assumption of risk. I/We further attest that all facts relating to the applications physical condition, experience, and age are true and accurate.  
I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS STATED HEREIN ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

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\_\_\_\_\_  
Signature of Rider \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Parents/Guardians \_\_\_\_\_ For \_\_\_\_\_  
Name of Rider (Print) \_\_\_\_\_ Date \_\_\_\_\_

Address in Full: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ # \_\_\_\_\_

