

# **EQUINE RELATED ACTIVITY RELEASE & HOLD HARMLESS AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, (hereinafter referred to as "Volunteer/Rider/Participant"), for and in consideration of participation in any Naples Equestrian Challenge, Inc. programs and presence on any NEC property and for other good and valuable consideration in hand received by Volunteer/Rider/Participant, the receipt and adequacy of which are hereby acknowledged, does hereby RELEASE AND HOLD HARMLESS, Naples Equestrian Challenge, Inc., a Florida nonprofit corporation, and its successors and /or assigns, agents, principals, representatives and employees, (hereinafter collectively referred to as "NEC") of and from all manner of action(s), cause(s) of action, suits, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Rider/Volunteer/Participant has or may have in the future from the signing of this release until the end of such Volunteer/Rider/Participant's participation in an NEC program or presence on NEC property, and any claim past, present or future which any personal representative, successor, heir or assignee of said party hereafter can, shall or may have against NEC for, upon or by reason of any matter, cause or thing whatsoever, from the time of Volunteer/Rider/Participant participation in any NEC program or being present on any NEC property until such time as Volunteer/Rider/Participant is not participating in any NEC program or from a date forward that such Volunteer/Rider/Participant is not present on any NEC property, such release and hold harmless of NEC specifically includes, but not by way of limitation, the following:

- 1) All equine activities at the property owned by NEC located on the southwest corner of the intersection of Center Street and Goodlette Road, Naples, Collier County, Florida, including, handling, care, grooming, leading and riding of horses and such activities as defined in Section 773.01, Florida Statutes, as amended from time to time; and all activities related to being in the presence of horses or on NEC property;
- 2) Any and all rights or claims arising from, relating to, or in any way connected with the death or injury of any person participating in any equine activity sponsored by NEC or death or injury of person occurring on NEC property or claim for damage to any Volunteer/Rider/Participant's personal property brought upon any NEC property by Volunteer/Rider/Participant.
- 3) Volunteer/Rider/Participant grants NEC the right and authority to perform a background check on Volunteer/Rider/Participant in advance of Volunteer/Rider/Participant's participation in any NEC activity or presence on NEC property and NEC may make future checks on background from time to time during the Volunteer/Rider/Participant's involvement in any NEC program or presence on NEC property. Volunteer/Rider/Participant releases NEC from any claim, cause of action or damages based upon NEC's authorized background check(s).
- 4) Any and all rights or claims arising from, relating to or in any way connected with the death or injury of a Volunteer/Rider/Participant who takes transport in any NEC agent vehicle as part of a sponsored NEC program occurring outside of the NEC property.

## **WARNING**

Under Chapter 773, Florida Statutes, an equine activity or sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. This Release further incorporates the immunity to volunteers of not-for-profit organizations who are acting within the scope of their responsibilities and who do not cause harm willfully or with wanton disregard for safety.

IN WITNESS WHEREOF, the undersigned executes this release

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**Release & Hold Harmless Agreement Continued:**

**Volunteer/Rider/Participant**

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Street)

(Apt/Ste)

(City)

(State)

(Zip)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_

Relationship of Contact Person to participant: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_ Cell #: \_\_\_\_\_

**Witness #1 Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Witness #2 Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Signature REQUIRED if Volunteer/Rider/Participant is:  
UNDER THE AGE OF 18 or IF AN ADULT AND UNDER GUARDIANSHIP**

Parent / Guardian Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Parent / Guardian Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

**Witness #1 Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Witness #2 Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_