



Participant Agreement, Release, and Assumption of Risk

Please 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.

I, the undersigned participant (or parent/legal guardian if the participant is a minor or otherwise lacks legal decision-making capacity), desire to participate in activities with Mini Whinny Therapy Horses, a non-profit organization providing equine-assisted activities. I understand that these activities involve interaction with miniature horses, and I acknowledge that such activities have inherent risks as defined by Florida Statutes Chapter 773 (the Florida Equine Activities statute).

Acknowledgement of Inherent Risks (Florida Statutes § 773.01):

I understand that there are inherent risks associated with equine activities, which include, but are not limited to:

- The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them.
- The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.
- Certain hazards such as surface and subsurface conditions.
- Collisions with other equines or objects.
- The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

I understand that these risks may result in injuries ranging from minor cuts and bruises to serious injuries, including broken bones, head injuries, and even death.

Release of Liability:

Pursuant to Florida Statutes Chapter 773, I hereby release, waive, and discharge Mini Whinny Therapy Horses, its officers, directors, employees, volunteers, agents, and representatives (hereinafter referred to as "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, resulting from the inherent risks of equine activities as defined in Florida Statutes Chapter 773, while participating in any activity with Mini Whinny Therapy Horses.

Assumption of Risk:

I expressly assume all risks and responsibility for any and all damages, losses, or injuries, including death, that may occur to me or my property as a result of my participation in activities

with Mini Whinny Therapy Horses that arise from the inherent risks of equine activities as defined in Florida Statutes Chapter 773.

Exceptions to Release (Consistent with Florida Statutes § 773.03):

I understand that this release does not apply to injuries or damages caused by any of the following:

- The Released Parties providing faulty equipment or tack when they knew or should have known it was faulty, where the faulty equipment or tack was totally or partially responsible for the injury.
- The Released Parties providing the equine and failing to make reasonable and prudent efforts to determine my ability to engage safely in the equine activity, or to safely manage the particular equine based on my representation of my ability.
- A dangerous latent condition known to the Released Parties on land or facilities they own, lease, rent, or otherwise lawfully control, for which warning signs were not posted.
- An act or omission by the Released Parties that a reasonably prudent person would not have done or omitted under the same or similar circumstances, or that constitutes willful or wanton disregard for my safety, and that was a proximate cause of the injury.
- An intentional act by the Released Parties that causes injury.

This release does not limit liability under other applicable Florida laws.

Agreement:

I have carefully read this Participant Agreement, Release, and Assumption of Risk, understand its contents, and voluntarily agree to its terms. I am aware that by signing this document, I am giving up certain legal rights.

Participant Information:

Participant Name (Print): _____

Participant Signature: _____

Date: _____

If Participant is a Minor (Under 18) or otherwise lacks legal decision-making capacity:

Parent/Legal Guardian Name (Print): _____

Parent/Legal Guardian Signature: _____

Date: _____

Relationship to Participant: _____

Contact Information for Mini Whinny Therapy Horses:

Mini Whinny Therapy Horses
353 S Hollandtown Rd, Wauchula, FL 33873
208-999-7663
miniwhinnytherapyhorses@gmail.com

Please retain a copy for your records.