

MINOR PARTICIPANT DISCLOSURE, ACKNOWLEDGEMENT AND CONSENT

I, _____, on behalf of my minor child, _____ (“Participant”) have made the voluntary decision to allow my minor child to participate in a horsemanship clinic located at (enter address where the clinic will be held)_____.

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 RELEASEES USE 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 RELEASEES 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 RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

As the natural guardian of a Participant in the Clinic, I hereby provide a full disclosure of all relevant information pertaining to my minor child and his/her horse, acknowledge that I have read and understand the provisions contained herein and consent to any and all liability incurred by or related thereto:

The following section includes a list of important statements that **YOU MUST ACKNOWLEDGE and AGREE to on behalf of your minor child**. It is important to note that by signing this waiver, you of your own free acknowledge and agree to everything.

1. I understand that it is highly recommended that my minor child be able to walk, trot, and lope their horse on a loose rein.
2. I understand that a snaffle bit, traditional rawhide hackamore, or a rope halter is the recommended head gear for the duration of the clinic and that any head gear with a shank or a curb chain is the least recommended.
3. Health and Physical Conditions. I warrant that I am competent to enter into this agreement, and have provided for my child, including accidental disability and/or health insurance as I deem appropriate. Horseback riding, handling horses, and equine activities are exercise. I understand that it is recommended that I seek the advice of a physician before allowing my minor child to participate in any of the activities. I further state that I am legally competent to sign this affirmation and release and I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act. I am aware of my minor child's medical fitness and am aware of any current medical conditions and assume responsibility of my minor child's physical fitness and capability to perform under the normal conditions of horseback riding, handling horses, and equine activities of all kinds.
4. I understand it is my responsibility to make certain that my minor child brings a rope halter with a lead line length of no less than 8 feet.
5. I understand and acknowledge that it is my responsibility to make certain that all of my minor child's tack, equipment, training tools, training devices that will be used during the Clinic are in good working order, have no defects, and are clean at the time of the Clinic.
6. I understand and acknowledge that it is my minor child's responsibility to be aware of his/her surroundings and their horse's surroundings at all times during the Clinic.
7. I understand and acknowledge that I and all participants are strictly prohibited from consuming alcohol or any illegal substances during the Clinic. If Carson James Horsemanship believes that I or my minor child have consumed alcohol or any illegal substance during the Clinic, I understand and acknowledge that either will be required to exit the Clinic Facility immediately.
8. I understand and acknowledge that at all times during the Clinic I and my minor child are required to conduct ourselves in a courteous and professional manner.
9. If Carson James Horsemanship informs me or my minor child that any of our actions or inactions, whether verbal or non-verbal are unacceptable or that either of us should refrain from conducting ourselves in such manner, I understand and acknowledge that we are required to follow such directions. I understand and acknowledge that if we do not follow such directions we will be required to exit the Clinic Facility immediately.
10. I understand and acknowledge that at all times during the Clinic my minor child is required to behave in a reasonable and prudent manner and that my minor child shall do his/her best to make certain that they or their horse are not a danger to themselves or others.

11. I understand and acknowledge that if Carson James Horsemanship believes that my minor child or their horse is a danger to themselves or others, they will be required to exit the Clinic Facility immediately.

12. I understand and acknowledge that all required waivers and/or paperwork must be completed and my minor child must receive an armband before he/she and their horse are permitted to enter the training area at the Clinic. I further understand and acknowledge that at all times during the Clinic my minor child is required to wear the provided armband.

13. I understand and acknowledge that the Clinic will begin at the scheduled time even if all of the participants, including my minor child, are not in the training area at the Clinic.

14. I understand and acknowledge that the Clinic is organized and conducted by the Host and Carson James Horsemanship is merely the guest presenter.

15. I understand and acknowledge that the Clinic Host, not Carson James Horsemanship, is responsible for all arrangements pertaining to stalls, parking, fees, set-up, facility amenities, etc.

16. I understand and acknowledge that if I have any questions regarding the Clinic or the Clinic Facility I will consult the Clinic Host, not Carson James Horsemanship.

17. I understand and acknowledge that any additional fees pertaining to the Clinic are set by the Clinic Host, not Carson James Horsemanship.

18. I understand and acknowledge that the Clinic Host is responsible for any refunds I may be entitled to receive, not Carson James Horsemanship.

19. I understand and acknowledge that Carson James Horsemanship does not guarantee that the horse I or my minor child will bring to the Clinic will perform or not perform any behavior, will refrain or not refrain from any behavior, whether such behavior is desired or undesired, during the Clinic, after the Clinic, and going forward.

20. I understand and acknowledge that the predictability of an animal's behavior is based on many different factors, all of which are out of the control of Carson James Horsemanship. This is especially true of equines due to the fact that they are prey animals, which have the natural tendency to flee if a threat is perceived.

21. I understand, acknowledge, and consent that at any time during the Clinic, Carson James Horsemanship has the right to use, reproduce, distribute, and publish any photographs, films, videotapes, audio and video recordings, electronic representations, and sound recordings made during or after the Clinic of my minor child or of the horse they bring to the Clinic, together or separately. I further understand, acknowledge, and consent that neither I nor my minor child will be compensated for Carson James Horsemanship's use of the foregoing.

22. I understand, acknowledge, consent and expressly agree that this agreement shall be governed by and construed in accordance with the laws of the State of Florida and is intended to be as broad and inclusive as the laws of that State allow. If any portion thereof is held invalid, the remainder of the agreement shall continue in full legal force and effect and if legal action related to this agreement is brought, it must be brought in Marion County, Florida.

23. I and/or my minor child will inform the host and Carson James horsemanship if either of us believe our horse may present a danger to us or others

24. I understand that if my minor child is not comfortable performing certain instructions given by Carson James Horsemanship at any time during the clinic, he/she does not have to participate.

25. I understand that it is my minor child's responsibility to speak up if he/she is uncomfortable or confused at any point during the clinic.

_____ Date of Birth: _____
(Minor Participant Print Name)

(Minor Participant Address Line 1)

(Minor Participant Address 2)

(Parent/Court Appointed Legal Guardian Print Name)

(Parent/Court Appointed Legal Guardian Address Line 1)

(Parent/Court Appointed Legal Guardian Address Line 2)

_____ Date: _____
(Parent/Court Appointed Legal Guardian Signature)

**EQUINE ACTIVITY LIABILITY WAIVER AND INDEMNITY AGREEMENT
FOR MINOR**

For and in consideration of CARSON JAMES HORSEMANSHIP LLC and CARSON JAMES RHODENIZER allowing my minor child, to participate in any capacity in a Carson James Horsemanship Clinic; I, for my minor child, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

I _____, (Hereinafter "Releasor") the undersigned, have read and understand, and freely and voluntarily enter into this Waiver of Liability and Indemnity Agreement ("Agreement") on behalf of my minor child ("Participant") with CARSON JAMES HORSEMANSHIP, LLC, CARSON JAMES RHODENIZER, their agents, Releasees, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf, (hereinafter "Releasees") understanding that this Agreement is a waiver of any and all liability.

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

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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 (2009).

Under the laws of most states, 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.

1. **INHERENT RISKS & ASSUMPTION OF RISK.** Releasor knowingly, willingly, voluntarily, acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks 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 such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping; 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, animals, or objects; the limited availability of emergency medical care; and 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; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of event organizers and management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

Releasor assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Releasor further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Participant. Releasor assumes all risks therefore and warrants a full and fair disclosure of Participant's abilities has been made to Releasees.

2. **SAFETY HELMETS.** Releasor understands and agrees that minor Participant shall use an ASTM/SEI approved helmet when participating in horsemanship clinics. Releasor understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Releasor agrees to assume full responsibility for complying with this paragraph and that Releasees shall not be liable for any injury or damages resulting from Participant's failure to appropriately use or fasten an approved helmet.
3. **VOLUNTARY AGREEMENT.** Releasor understands and recognizes and warrants that this Agreement is being voluntarily and intentionally signed and agreed to, and, that in signing this Agreement Releasor knows and understands that this Agreement limits the liability of Releasees, their officers, directors, shareholders, employees and anyone else directly or indirectly connected

with Releasees, while participating in any activity, whatsoever, involving an equine that results in death, personal injury and/or damage to property.

4. **RELEASE, INDEMNIFY, HOLD HARMLESS & DEFEND.** Releasor expressly releases Releasees from any and all claims, demands, actions, and injury to person and/or property, whatsoever, even if caused by the active or passive negligence of Releasees.

RELEASOR AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND RELEASEES AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RELEASOR'S PARTICIPATION IN RELEASEES' CLINIC. RELEASOR UNDERSTANDS THAT THIS RELEASE AND INDEMNITY AGREEMENT INCLUDES ANY CLAIMS BASED ON THE NEGLIGENCE, ACTIONS OR INACTION, OF RELEASEES BEFORE, DURING OR AFTER SUCH PARTICIPATION OR SPECTATORSHIP.

5. **GOVERNING LAW AND VENUE.** Releasor expressly agrees that this Agreement shall be governed by and construed in accordance with the laws of the state of Florida and is intended to be as broad and inclusive as the laws of the state allow. Any legal action related to this Agreement shall be brought in Marion County, Florida.
6. **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Parent or Legal Guardian for:

Signature

Date

Printed Name

Emergency Contact and Relationship

Telephone #

CarsonJames.com LLC
VIDEO RELEASE AGREEMENT FOR MINOR

I, _____ (Print Name), voluntarily enter into this Video Release Agreement (the "Agreement") with CarsonJames.com LLC (the "Company") on behalf of my minor child, _____.

I have been informed that:

- (i) Company is capturing video footage (the "footage"),
- (ii) Such footage may contain my child's name, likeness, image, voice, appearance, property including but not limited to their horse and/or the horse they are using in the footage, and/or my child's performance, and
- (iii) Such footage is being recorded, and may be included in a video recording which may be kept, copied, used, transmitted, broadcast, exhibited, marketed, sold, or otherwise distributed by Company.

In consideration for my minor child's opportunity to participate in the Carson James Clinic, on behalf of my minor child, I hereby grant to Company the unlimited right to keep, copy, use, transmit, broadcast, exhibit, market, sell, or otherwise distribute the footage in any format Company may choose, both now and in the future, in whole or in part, alone or in conjunction with other products, for any and all purposes which Company may determine, in its sole and absolute discretion.

I grant Company the unlimited right to edit, mix, duplicate, use, re-use, or sell the footage in whole or in part, in Company's sole and absolute discretion. This grant to Company includes Company's right to use the footage for purposes of promotion and/or publicity.

I understand and agree that Company has complete ownership of the footage and any and all ownership and copyright interests that attach to the Footage.

I understand and agree that neither I, nor my minor child, have any ownership rights or contractual rights in or to the footage.

I understand and agree that Company has no financial commitment or obligation to me or my minor child with regard to Company's right to keep, copy, use, transmit, broadcast, exhibit, market, sell, and/or otherwise distribute the footage.

I hereby certify that I am a legal, competent adult and a parent or legally appointed guardian of the minor, and that I have every right to contract for the minor in the above regard. I state further that I have read the above authorization, release, and agreement, prior to its execution, and that I am fully familiar with the contents of it. This release shall be binding upon the minor and me, and our respective heirs, legal representatives, and assigns.

Signature _____ Date: _____

Printed Name _____ Phone: _____

Address: _____ Email: _____