

## ADULT PARTICIPANT DISCLOSURE, ACKNOWLEDGEMENT AND CONSENT

I, \_\_\_\_\_ (“Participant”) have made the voluntary decision to participate in a horsemanship clinic located at (enter address where the clinic will be held) \_\_\_\_\_.

As a Participant in the Clinic, I hereby provide a full disclosure of all relevant information pertaining to me and my 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**. It is important to note that by signing this Agreement, you of your own free will acknowledge and agree to everything listed.

1. I understand that it is highly recommended that I be able to walk, trot, and lope my horse on 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 physically fit, mentally alert, competent to enter into this agreement, and has provided for myself, including accidental disability and/or health insurance as he/she deems 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 participating 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 medical fitness and am aware of any current medical conditions and assume full responsibility of physical fitness and capability to perform under the normal conditions of horseback riding, handling horses, and equine activities of all kinds.

NO MEDICAL OR LIABILITY INSURANCE IS PROVIDED FOR THE PARTICIPANT.

4. I understand it is my responsibility to make certain that I bring 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 tack, equipment, training tools, training devices that I plan to use 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 responsibility to be aware of my surroundings and my horse’s surroundings at all times during the Clinic.

7. I understand and acknowledge that I am strictly prohibited from consuming alcohol or any illegal substances during the Clinic. If Carson James Horsemanship believes that I have consumed alcohol or any illegal substance during the Clinic, I understand and acknowledge that I will be required to exit the Clinic Facility immediately.

8. I understand and acknowledge that at all times during the Clinic I am required to conduct myself in a courteous and professional manner.

9. If Carson James Horsemanship informs me that any of my actions or inactions, whether verbal or non-verbal are unacceptable or that I should refrain from conducting myself in such manner, I understand and acknowledge that I am required to follow such directions. I understand and acknowledge that if I do not follow such directions, I will be required to exit the Clinic Facility immediately.

10. I understand and acknowledge that at all times during the Clinic I am required to behave in a reasonable and prudent manner and that I shall do my best to make certain that my horse or I are not a danger to myself or others.

11. I understand and acknowledge that if Carson James Horsemanship believes that my horse or I are a danger to myself or others, I 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 I must receive an armband before my horse or I are permitted to enter the training area at the Clinic. I further understand and acknowledge that at all times during the Clinic I am 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 myself, 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 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 me or of the horse I will bring to the Clinic, together or separately. I further understand, acknowledge, and consent that I will not 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 that if legal action related to this agreement is brought, it must be brought in Marion County, Florida.

23. I will inform the host and Carson James horsemanship if I believe my horse may present a danger to myself or others

24. I understand that If I am not comfortable performing certain instructions given by Carson James Horsemanship at anytime during the clinic, I do not have to participate.

25. I agree and understand that it is my responsibility to speak up if I am uncomfortable or confused at any point during the clinic.

\_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Participant Print Name)

\_\_\_\_\_  
(Participant Address)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Participant Signature)

## EQUINE ACTIVITY LIABILITY WAIVER AND INDEMNITY AGREEMENT

For and in consideration of CARSON JAMES HORSEMANSHIP LLC and CARSON JAMES RHODENIZER allowing me, the undersigned, to participate in any capacity in a Carson James Horsemanship Clinic; I, 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 Agreement 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.

### IMPORTANT NOTICE

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR PARTICIPATION AT RELEASEES' EQUINE CLINIC. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.**

### 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 law 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, and 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 acknowledges that one of the inherent dangers associated with equine activities is the risk of suffering serious head injury. Releasor has been advised that a protective riding helmet could prevent serious or permanent brain damage or other head injuries in the event of an accident. Releasor understands that while helmets can prevent serious brain damage, 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 acknowledges he/she is not relying on Releasee, or anyone affiliated with Releasee to provide a certified equestrian helmet or headgear, to check any helmet or strap, or to monitor his/her compliance with this suggestion at any time. Releasor agrees to assume full responsibility for the decision to wear a helmet or not and agrees that Releasees shall not be liable for any injury or damages resulting from Releasor’s failure to use, appropriately use, or fasten an approved or non-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.

Person voluntarily entering into this Waiver of Liability:

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Signature

Date

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Printed Name

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Emergency Contact and Relationship

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Telephone #

**CarsonJames.com LLC**  
**VIDEO RELEASE AGREEMENT**

I, \_\_\_\_\_ (Print Name), voluntarily enter into this Video Release Agreement (the “Agreement”) with CarsonJames.com LLC (the “Company”).

I have been informed that:

- (i) Company is capturing video footage (the “footage”),
- (ii) Such footage may contain my name, my likeness, my image, my voice, my appearance, my property including but not limited to my horse and/or the horse I am using in the footage , and/or my 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 the opportunity to participate in the Carson James Clinic, 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 I do not 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 with regard to Company’s right to keep, copy, use, transmit, broadcast, exhibit, market, sell, and/or otherwise distribute the footage.

I have the unrestricted right to enter into this Agreement. Furthermore, I have read this Agreement and agree to be bound by all of its terms.

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

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

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