

Gorilla Investments, Inc dba FloridaBarrelHorses.com

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN THE CASE OF INJURY, DEATH OR PROPERTY DAMAGE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. Your signature indicates your complete understanding and full agreement to all terms.

I _____ hereinafter the "Undersigned" resides at _____ (if any child is a minor, I hereby execute this agreement as my minor child's responsible party and execute the last portion of this agreement.)

On behalf of any personal representatives, heirs, next-of-kin, spouse and assigns, I HEREBY:

1. **Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, fall, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a persons feet or body, push or shove a person, strike with either its front or hind legs, and saddle, bridle** any other equipment that may loosen and/or break- all of which may cause the rider to fall, be jolted become seriously injured or killed.
2. Acknowledge that horseback riding and any other activity that takes place around horses is a dangerous activity and involves RISKS that may cause SERIOUS INJURY and DEATH because of the unpredictable nature and irrational behavior of horses regardless of their training, size, age and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent to in the use or presence of horses, equipment.
4. **RELEASE DISCHARGE AND PROMISE NOT TO BRING** any claim, cause of action and/or lawsuit against GORILLA INVESTMENTS, INC and/or its employees, agents, directors, stockholders, affiliates, contractors, lessors, property owners and any other person or entity associated with GORILLA INVESTMENTS, INC.
5. Release the Releasees from any claim, action, and/or cause of action that such Releasees are, or may be, negligent in connection with my or my minor child's riding experience or ability including but not limited to training.
6. Release the Releasees for all injuries, losses and damages that I or my minor child may suffer or sustain in connection with or arising from my participation or my minor child's participation in horse back riding activities.
7. Assume all risks associated with horseback riding and hereby waive any and all claims, actions and/or causes of action that I may have or hereinafter may have against the Releasees.
8. **INDEMNIFY and HOLD HARMLESS GORILLA INVESTMENTS, INC.** and/or its employees, agents, directors, stockholders, contractors, lessors, property owners, and any other person or entity associated with GORILLA INVESTMENTS, INC. against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse, my being around the horse, any equipment or gear provided therewith or any acts of omission of GORILLA INVESTMENTS, INC.
9. Agree to abide by and follow instructions, guidelines, or rules given and/or established by GORILLA INVESTMENTS, INC and/or its employees, agents, directors, stockholders, affiliates, contractors, lessor, property owner, and/or any other person or entity associated with GORILLA INVESTMENTS, INC with regard to my use of the horse, my being around the horse or property, or any equipment or gear provided therewith.
10. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk and indemnity agreement is governed by the State of Florida and is intended to be as broad and exclusive as is permitted by Florida Law and that in the event any portion of this Agreement is determined to be in invalid, illegal or unenforceable, the validity, legality and enforceability of all remaining terms of the Agreement shall not be affected or impaired in any way, and shall continue in full force and legal effect, and;
11. Acknowledge that this document is a legally binding contract and agree that if a lawsuit is filed against GORILLA INVESTMENTS, INC and/or its employees, agents, directors, stockholders, affiliates, contractors, lessors, property owner, and/or any other person or entity associated with GORILLA INVESTMENTS, INC that the Undersigned will pay all attorney fees and cost incurred by GORILLA INVESTMENTS, INC and/or its employees, agents, directors, stockholders, affiliates, contractors, lessors, property owner, and/or any other person associated with GORILLA INVESTMENTS, INC.
12. **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 HAVE READ THIS DOCUMENT, I UNDERSTAND THAT IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNIFICATION FOR ALL CLAIMS OF WHATEVER KIND.

Date: _____ Signature: _____

Please notify the following in the event of injury:

Name: _____ Phone: _____ Address: _____

PARENT/GUARDIAN WAIVER FOR MINOR

I, _____, acting as a parent, natural guardian, or legal guardian of _____ (minor child) hereby affirm that I have read the agreement, I understand the agreement, and I understand that the agreement is a release of all claims for injury, death, and property damage and understand and consent to the terms on behalf of myself and the minor and I agree to indemnify and hold harmless the Releasee from any loss, liability, damage or cost incurred because of any defect in or lack of capacity to act on behalf of minor in executing this agreement. I have read and executed the agreement above and interpreted all provisions.

Parent/Guardian Signature: _____ Date: _____

Printed Name: _____