

EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY,

**WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
REGARDING A MINOR CHILD**

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement Regarding a Minor Child (the "Agreement") is entered into by the undersigned in favor of Pierre E. Cousyn, the property owners of the premises where my Child engages in Equine Activities, the owner(s) of any horse my Child rides or handles, their employees and agents (collectively the "Released Parties" and each a "Released Party"). In consideration for my Child, _____, being permitted to participate in Equine Activities, including but not limited to riding, training, participating in instruction and/or clinics, competing, trying horses for sale or boarding horses with Pierre E. Cousyn, or while transporting, grooming, lungeing, otherwise handling a horse or horses, or while observing others doing any of the above activities, whether at my horse's usual stable, at the stable of the Released Parties or at equine related events, with or without supervision, I acknowledge and agree as follows:

1. **Dangerous Activity:** I acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equine Activities, including the risks of property damage, personal injury and even death. I recognize that even the best trained horses can and often do react rapidly and in unpredictable ways to a variety of stimuli and even for no apparent reason at all. I understand that neither my Child's actions, nor the actions of any other person or animal can necessarily be controlled, and that my Child's safety and that of my horses and other property (including any horses or other property nominally owned by my Child) cannot be guaranteed while participating in Equine Activities. I have discussed these risks with my child, who understands them to the extent possible given her age and experience and nonetheless chooses to participate in Equine Activities.
2. **Assumption of Risks:** Understanding the risks involved, I voluntarily choose to allow my Child to participate in Equine Activities and to be around horses, and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I accept full and complete responsibility for the safety of myself, my Child, any guests or observers, my horses, and personal property and for any damage caused by my Child and/or my horse(s).
3. **Unpredictability of Cause, Personal Responsibility:** I understand that injuries and harm may result from working with and around horses from a variety of causes,

including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my Child's responsibility to control any horse(s) she is handling or riding, even during instruction, and regardless of the acts of other humans or animals, and to act in a responsible manner to ensure to the extent possible her own safety and that of others.

4. **Personal Property:** I agree that I am responsible for the security of my own and my Child's personal property, including horses, tack and equipment, and that the Released Parties cannot guaranty the security of my property. Should I leave any personal property in the custody of the Released Parties, I do so at my own risk. None of the Released Parties shall have any liability to me in the event of loss, damage, unauthorized use by any person or theft of any such property. I acknowledge that I need to purchase sufficient insurance to cover my own property, horses and other interests at my horses' regular stable as well as at competitions and other events away from my horses' regular stable.
5. **Release and Waiver of Claims:** On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY MY CHILD OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY CHILD'S PARTICIPATION IN EQUINE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this section 5 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to my Child, me or my property.
6. **Promise Not to Bring Suit:** I hereby agree that I, my and my Child's heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either in my or their own name or on behalf of my Child, for any loss or damage arising or resulting directly or indirectly from my Child's participation in Equine Activities or my or my Child's presence at the Released Parties' premises.
7. **Indemnification:** I agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to attorney's fees arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might result, directly or indirectly, from my

Child's participation in Equine Activities or be caused by any horses owned by me or in my or my Child's control.

8. **Invitees:** I assume all risk of damage or injury to my or my Child's invitees during Equine Activities or while they are my or my Child's guests at the premises of any Released Party, and indemnify the Released Parties against any claims for damages or injury suffered by my invitees.

9. **Florida Law, Jurisdiction:** I acknowledge that although he travels to other venues to teach and train, Pierre E. Cousyn operates a Florida based training operation and that arrangements for clinics outside of Florida are made within the State of Florida. Regardless of where I engage in Equine Activities with the Released Parties or any of them, I agree that the terms of this Agreement shall be governed by and interpreted according to the law of the State of Florida, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. I understand that under Florida Statutes, Title XLV, Chapter 773 (the "Statute"), "[A]n equine activity sponsor, an equine professional, or any other person... shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities, and ...no participant nor any participant's representative shall have any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities. I further understand that the terms of this Agreement are broader in scope than the provisions of the Statute, and that I am waiving certain important rights that I might otherwise have under the law.

10. **Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by Florida law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

11. **Representations and Warranties:** I hereby warrant that:
 1. I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.
 2. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.
 3. I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW AND MY INITIALS ON THE PAGES ABOVE ARE ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO

CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY
QUESTIONS ANSWERED TO MY SATISFACTION.

By: _____ By: _____
Mother Father

Date: _____ Date: _____

Please Print:

Name: _____ Name: _____

Address: _____ Address: _____

Telephone Number: _____ Telephone: _____

Child's Date of Birth: _____

Pierre E. Cousyn FL Minor Release Mother's Initials ____ Father's Initials ____ Page of 3