

EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY,

WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement (the "Agreement") is entered into by the undersigned in favor of Pierre E. Cousyn, the property owners of the stable where I engage in Equine Activities and the owners of any equine that I ride or handle, their employees and agents (collectively the "Released Parties" and each a "Released Party"). In consideration for 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, and boarding horses with Pierre E. Cousyn, or while transporting, grooming, lunging, leading or otherwise handling a horse or horses or while watching others do so, 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 actions, nor the actions of any other person or animal can necessarily be controlled, and that my safety and that of my horses and property cannot be guaranteed while participating in Equine Activities.
2. **Assumption of Risks:** Understanding the risks involved, I voluntarily choose to participate in Equine Activities and to be around horses, and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF 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, any guests or observers, my horse, and personal property. Further, I assume the risk of any damage or injury caused by my horse, whether or not the horse is under my control at the time.
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 responsibility to control any horse(s) I am 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 my own safety and that of others.

4. **Personal Property:** I agree that I am responsible for the security of my own 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 it is my responsibility to insure 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, 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 ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY 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 me or my property.
6. **Promise Not to Bring Suit:** I hereby agree that I, my 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 for any loss or damage arising or resulting directly or indirectly from my participation in Equine Activities or my presence at their 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 from my participation in Equine Activities or by any horses owned by me or in my control.
8. **Invitees:** I assume all risk of damage or injury to my invitees while they are my guests during Equine Activities or while they are my guest 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: _____ Date: _____

Please Print: Name: _____

Address: _____

Telephone Number: _____

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