

# CORNETT'S SPIRIT OF THE SUWANNEE, INC.

3076 95<sup>th</sup> Drive  
Live Oak, Florida 32060

## Warning Notice, Release, Hold Harmless & Waiver of Liability For Adult Equine Activities

In order to engage in any equine activity at the Spirit of the Suwannee Music Park(R), each participant must be over the age of 18 must read and agree to this Warning Notice, Release, Hold Harmless & Waiver of Liability.

Section 773.04, Florida Statutes, requires that you be provided with the following:

### **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.**

THE UNDERSIGNED acknowledges that the inherent risks of equine activities (horseback riding, feeding or grooming horses, trailering horses, being near horses) include, but are not limited to, the following: environmental factors such as heat, high humidity, lightning, thunderstorms, tornados, high winds, biting or stinging insects, venomous snakes, falling trees or limbs, poisonous plants (e.g. poison ivy or oak), brambles and brush, soft sand, potholes, rocks, streams, creeks, rivers, wild boar, and dogs; equipment factors such as saddles or bridles that may loosen or break, loose or improperly fitted horseshoes, defective helmets, and frayed or weak ropes or tack; equine factors such as the propensity of a horse to run, buck, rear, bite, kick, shy, stumble, trample, scratch, peck, fall, spook, down, jump, butt, or step on a person, or to react in unpredictable ways to sound, movements, objects, persons, other animals, or unfamiliar environmental conditions; and human factors such as the failure of another rider to maintain control of his or her horse or to properly maintain his or her tack and other equipment, or to exercise proper care and responsibility for his or her conduct under the circumstances. Any one of these inherent risks can result in serious injury or death to a person, or to the unborn child of a pregnant woman.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, both individually and/or as guardian of the Minor Participant(s), hereby assumes each of the risks described above, holds harmless, waives liability, and releases and discharges James Cornett and Cornett's Spirit of the Suwannee, Inc., its officers, directors, agents, servants, employees, and all volunteers from any and all actions, causes of actions, claims, demands, damages, costs, expenses, attorney's fees, compensation and all consequential or other damages now accrued or hereafter to accrue to or for the benefit of the undersigned or the Minor Participant(s) as a result of any act(s), omission(s) and/or negligence of Cornett's Spirit of the Suwannee, Inc., its officers, directors, agents, servants, employees, and all volunteers, specifically including, without limitation, any death, personal injury or property damage incurred while engaging in any equine activity at the Spirit of the Suwannee Music Park(R).

THE UNDERSIGNED further agrees that he or she has been advised to wear protective headgear that complies with the American Society for Testing Materials standard specification for protective headgear used in horse sports and horseback riding (ASTM F1163-15) in good condition when engaged in any equine activity; and to wear compatible polycarbonate protective eyeglasses or goggles.

THE UNDERSIGNED agrees to promptly notify the Park office in person or by telephone (386)364-1683 if he or she becomes aware of any potential dangerous or hazardous condition involving a horse, other rider, trail, vegetation, obstruction, equipment, or vehicle.

THE UNDERSIGNED acknowledges that should medical treatment be required for any injury, that me and/or my own insurance company shall pay for all such costs, expenses and deductibles.

The UNDERSIGNED agrees to abide by the Park's Rules read and abide by the Park's Rules when on the property. The Park Rules are available in the Park office or on-line at [www.musicliveshere.com](http://www.musicliveshere.com).

It is agreed that this Warning Notice, Release, Hold Harmless & Waiver of Liability shall be construed under Florida law, and that any proceedings hereunder shall be held in State court in Suwannee County, Florida, and that the prevailing party shall be entitled to an award of court costs and attorney's fees.

**THIS WAIVER OF LIABILITY CONTAINS A RELEASE OF LIABILITY FOR NEGLIGENCE. PLEASE READ IT CAREFULLY BEFORE SIGNING.**

Your Name (please print clearly): \_\_\_\_\_

Your Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip/postal code: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

**I acknowledge that I have read, understand and fully agree to the above.**

**Signature of participant: X** \_\_\_\_\_

Date signed: \_\_\_\_\_

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