

## 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) \_\_\_\_\_

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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:

Circle YES or NO

1. I am the legal owner of the horse I will bring to the Clinic: YES NO
2. I can walk, trot, and lope the horse I will bring to the Clinic on a loose rein. YES NO
3. I will not use a shanked bit during the clinic. YES NO

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 waiver, you of your own free will acknowledge and agree to everything listed.

4. Health and Physical Conditions. The participant warrants that he/she is physically fit, mentally alert, competent to enter into this agreement, and has provided for himself/herself, including accidental disability and/or health insurance as he/she deems appropriate. **NO MEDICAL OR LIABILITY INSURANCE IS PROVIDED FOR THE PARTICIPANT.** 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. The Participant has made aware his/her medical fitness and is aware of any current medical conditions and assumes his/her responsibility of physical fitness and capability to perform under the normal conditions of horseback riding, handling horses, and equine activities of all kinds.

Initial \_\_\_\_\_

5. I understand It is my responsibility to make certain that I have bring a rope halter with a lead line length of no less than 8 feet.
6. 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.
7. 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.
8. 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.
9. I understand and acknowledge that at all times during the Clinic I am required to conduct myself in a courteous and professional manner.
10. 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.
11. 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.
12. 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.
13. I understand and acknowledge that all required waivers and/or paperwork must be completed and I must receive a green 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 green armband.
14. 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.
15. I understand and acknowledge that the Clinic is organized and conducted by the Host and Carson James Horsemanship is merely the guest presenter.

16. 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.

17. 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.

18. I understand and acknowledge that any additional fees pertaining to the Clinic are set by the Clinic Host, not Carson James Horsemanship.

19. I understand and acknowledge that the Clinic Host is responsible for any refunds I may be entitled to receive, not Carson James Horsemanship.

20. 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.

21. 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 a prey animal, which has the natural tendency to flee if a threat is perceived.

22. 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.

23. 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 an appropriate court of jurisdiction in the State of Florida.

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

\_\_\_\_\_  
(Participant Print Name)

Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_  
(Participant Signature)

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

\_\_\_\_\_  
(Witness Sign Name)

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

\_\_\_\_\_  
(Witness Print Name)

## PARTICIPANT WAIVER AND RELEASE OF LIABILITY

**\*For Participants Over the Age of Majority in the Province or Territory in which the Equine Activities are Provided by the Host.**

**THIS IS A LIABILITY WAIVER AND RELEASE AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.**

**Every Person Must Read and Understand this Waiver Prior to Participating in Equine Activities.**

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (Participant) with and for the benefit of **Carson James Horsemanship, LLC**, its officers, directors, representatives, agents, assigns, employees, independent contractors, shareholders, or volunteers; and **Carson James Rhodenizer**, individually. Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to riding instruction and training provided by **Carson James Horsemanship, LLC** to the Participant.

### **Assumption of Risk**

1. I understand that there are risks inherent in equine activities. These include but are not limited to:

(a) The propensity of horses to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;

(b) The unpredictability of a horse's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or other animals, regardless of its training and past behavior;

(c) Certain hazards such as surface and subsurface conditions and objects;

(d) Collisions with other horses, animals, people, and objects; and

(e) The potential for other participants and auditors to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over their horse.

2. I understand that the handling, use and riding of a horse, whether for recreation or during instruction, involves the risk of personal physical injury, including but not limited to, lacerations, bruises, fractures, head injuries, and death.

3. I freely accept and fully assume all responsibility for all risks, dangers, and possibilities of any and all personal injury, death, property damage or loss resulting from my participation in the sport of horseback riding and Equine Activities.

Initial \_\_\_\_\_

4. I understand that horseback riding is rigorous and physically demanding activity for both horse and rider. I have fully disclosed any and all physical, mental, or other conditions I have and my use of any medications or other substances, which may affect my ability to participate in the Clinic. If, at any time, I feel that I am unfit or unsure about proceeding with or participating in any riding activity, or my horse or equipment appears to be deficient in any manner, I will immediately inform Carson James Horsemanship of my concern.

5. I understand that in the course of taking riding instruction and otherwise participating in the Clinic, I will make certain that I follow any and all rules of riding conduct and safety established by Carson James Horsemanship and common sense, and if I am riding a horse, must either make certain that I equip myself with appropriate riding attire including an ASTM/SEI approved and fastened riding helmet and riding boots or shoes when mounted, or sign the helmet waiver.

### **Waiver of Liability**

6. In consideration for my participation in the Clinic, I, and anyone legally entitled to act on my behalf, hereby agree to release, waive, discharge, and covenant not to sue **Carson James Horsemanship LLC**, its officers, directors, representatives, agents, assigns, employees, independent contractors, or shareholders; and **Carson James Rhodenizer**, individually for any and all claims pertaining to riding, instruction, or any other activities at the Clinic including those arising from the ordinary negligence of **Carson James Horsemanship, LLC**, its officers, directors, representatives, agents, assigns, employees, independent contractors, or shareholders; and **Carson James Rhodenizer**, individually. This agreement shall apply to all personal injuries and illnesses, including death, as well as any property loss damage, including injury to or death of my horse, which may result from riding, instruction, handling horses or other activities at and or during the Clinic.

### **Indemnification and Hold Harmless**

7. I, and anyone legally entitled to act on my behalf, further agree to forever hold harmless, defend, and indemnify **Carson James Horsemanship, LLC**, its officers, directors, representatives, agents, assigns, employees, or independent contractors; and **Carson James Rhodenizer**, individually for any and all claims, including those arising from ordinary negligence, which may arise out of my instruction, training, or otherwise participating at the Clinic. This includes, but is not limited to, any economic or non-economic losses, including any and all reasonable attorney's fees, due to any bodily injury, including death, or property damage sustained in connection with all activities including riding, handling, and otherwise participating in the Clinic.

### **Permission to Use**

8. I hereby give permission to **Carson James Horsemanship, LLC**, its agents or assigns for use of any photographs, video-graphs, broadcasts or other recordings or reproduction of same taken of me and my horse by **Carson James Horsemanship, LLC** its agents or assigns, at the Clinic. The images may be reproduced, preserved, distributed and used without limitation by **Carson James Horsemanship, LLC** for any purpose, including sale.

**Severability and Venue**

9. I 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 an appropriate court of jurisdiction in the State of Florida.

**I HAVE READ AND UNDERSTAND THIS ENTIRE PARTICIPANT PARTICIPATION AGREEMENT. I UNDERSTAND THAT THIS IS A LIABILITY WAIVER AND RELEASE AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.**

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

\_\_\_\_\_  
(Participant Address Line 1)

\_\_\_\_\_  
(Participant Address Line 2)

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

\_\_\_\_\_ Date: \_\_\_\_\_  
(Witness Sign Name)

\_\_\_\_\_  
(Witness Print Name)

## HELMET ACKNOWLEDGMENT AND WAIVER

**THIS IS A LIABILITY WAIVER AND RELEASE AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.**

**Every Person Must Read and Understand this Waiver Prior to Participating in Equine Activities.**

The following acknowledgment and waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me with and for the benefit of **Carson James Horsemanship, LLC**, its officers, directors, representatives, agents, assigns, employees, independent contractors, shareholders, or volunteers; and **Carson James Rhodenizer**, individually. Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to riding instruction and training provided by **Carson James Horsemanship, LLC** to the me.

### **Acknowledgment**

It is statistically clear and is proven that there are certain inherent dangers associated with horseback riding. I, \_\_\_\_\_, recognize the dangers inherent with horseback riding and Equine Activities. One of those dangers is the risk of suffering serious head injury. I am assuming the hazard of this risk upon myself since I made the choice to ride a horse. I realize I am subject to injury from this activity and that no form of pre-planning can remove all of the danger that I am exposing myself to by riding a horse. I have been advised that a protective riding helmet ("safety helmet") could prevent serious or permanent brain damage or other head injuries in the event of an accident. I am **not** relying on Clinician or anyone affiliated with Clinician to provide a certified equestrian helmet or headgear for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time - now or in the future. **If I choose to wear an ASTM -standard/SEL-certified helmet and headgear, or if I choose not to, this is my decision alone.**

### **Assumption of Risk**

I am fully aware that safety helmets are recommended for Equine Activities and the reasons for why safety helmets are recommended. If I choose to wear a safety helmet and headgear, or if I choose NOT to wear a safety helmet and headgear, this is my decision alone.

### **Waiver of Liability**

In consideration for my participation in Equine Activities and my decision to wear, or not to wear a safety helmet, I, and anyone legally entitled to act on my behalf, hereby agree to release, waive, discharge, and covenant not to sue **Carson James Horsemanship LLC**, its officers, directors,

representatives, agents, assigns, employees, independent contractors, or shareholders; and **Carson James Rhodenizer**, individually for any and all claims pertaining to riding, instruction, or any other Equine Activities including those arising from the ordinary negligence of **Carson James Horsemanship, LLC**, its officers, directors, representatives, agents, assigns, employees, independent contractors, or shareholders; and **Carson James Rhodenizer**, individually. This agreement shall apply to all personal injuries and illnesses, including death, which may result from riding, instruction, handling horses or other Equine Activities.

**Indemnification and Hold Harmless**

I, and anyone legally entitled to act on my behalf, agree to forever hold harmless, defend, and indemnify **Carson James Horsemanship, LLC**, its officers, directors, representatives, agents, assigns, employees, or independent contractors; and **Carson James Rhodenizer**, individually for any and all claims, including those arising from ordinary negligence, which may arise out of my actions of not wearing a safety helmet and headgear. This includes, but is not limited to, any economic or non-economic losses, including any and all reasonable attorney’s fees, due to any bodily injury, including death, sustained in connection with all activities including riding, handling, and otherwise participating in Equine Activities

**Severability and Venue**

I 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 an appropriate court of jurisdiction in the State of Florida.

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

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

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

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.

I 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 to 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: \_\_\_\_\_