

PARTICIPANT AGREEMENT

Name of Participant: _____ Date: _____

Address: _____ Phone Number: _____

Exculpation and Indemnification Clause: Participant agrees that it will indemnify, hold and save the City of Lake Helen and/or the West Volusia Saddle Club, Inc., their officers, agents, contractors and employees whole and harmless and defend same, from and against all claims, demands, actions, damages, costs, loss, liabilities, expenses and judgments of any nature recovered from or asserted against the City of Lake Helen and/or the West Volusia Saddle Club, Inc., on account of injury or damage or injury that may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Participant or any of its agents, servants, employees, contractors, patrons, guests, Participant or invitee or of any other person entering the premises with the express or implied invitation of permission of the Participant, or when such injury or damage is the result, proximate or remote, of the violation of the Participant or any of its agents, servants, employees, contractors, patrons, guests renter or invitee of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the use by Participant, its agents, servants, employees, contractors, patrons, guests, Participant or invitee of the premises. Participant covenants and agrees that in case the City of Lake Helen and/or the West Volusia Saddle Club, Inc., shall be made parties to any litigation against the Participant or in any litigation commenced by any party other than Participant relating to this Agreement, then the Participant shall and will pay all costs and expenses, including reasonable attorney’s fees and court costs, incurred or imposed upon the City of Lake Helen and/or the West Volusia Saddle Club, Inc. by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of the City of Lake Helen and/or the West Volusia Saddle Club, Inc.

Ordinances and Regulations: Participant shall comply with all applicable laws, statutes, ordinances, rules and requirements of the City of Lake Helen and the West Volusia Saddle Club, Inc.

Articles Left on Premises: Any article remaining on the premises left, lost or checked in the registration booth by persons attending any performance, exhibition and event shall be collectible solely by the City of Lake Helen and/or the West Volusia Saddle Club, Inc.

Administrative Charges: In the event any check, bank draft or negotiable instrument given for any money payment hereunder shall be dishonored at any time and from time to time, for any reason whatsoever not attributable to the City of Lake Helen and/or the West Volusia Saddle Club, Inc., the City of Lake Helen and/or the West Volusia Saddle Club, Inc., shall be entitled , in addition to any other remedy that may be available, to make an administrative charge of forty (\$40.00) Dollars for each such check, bank draft or negotiable instrument.

Reasonable Discretion: Any matter not expressly provided for herein shall be within the reasonable discretion of the City of Lake Helen and/or the West Volusia Saddle Club, Inc.

Legal Proceedings: All legal proceedings arising from this Agreement shall be in the Courts situated in the Seventh District, Volusia County, Florida.

WARNING

Under Florida Law, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.

§773.05 Limitation of liability of persons making land available to public for recreation purposes.

Nothing in §773-01 - 773-05 shall be construed to limit in any way the limitation of liability granted to private citizens who allow the public to use their land for recreational purposes as provided in §375.251

**BY SIGNING BELOW, PARTICIPANT AGREES WITH ALL PROVISIONS OF THE AGREEMENT.
*****NO REFUNDS! PLEASE SEE RIDING RULES FOR COMPLETE EXPLANATION*******

PARTICIPANT: _____ (MUST BE ADULT 18 YRS OF AGE OR OLDER)

DATE: _____