



**Pink Horse Performance**  
Comprehensive Education for Horse and Rider

### Hold Harmless Agreement

This Hold Harmless Agreement is being entered into as of \_\_\_\_\_,  
20\_\_\_\_\_, by Pink Horse Performance, herein after referred to as “Owner” and  
\_\_\_\_\_, of (street address),  
\_\_\_\_\_ (State)\_\_\_\_\_, (Zip Code),  
\_\_\_\_\_ herein after referred to as “Rider”.

1. **Horse’s Behavior.** To Owner’s actual knowledge, horse currently exhibits none of the following behavioral issues: biting, kicking, striking, spooking, lying down with a rider on hits back, bucking , pulling back when tied, bolting, spinning, rearing, barn or herd sourness, head shyness, refusal to jump or “girthingness” (sensitivity to being cinched up or having the girth tightened).

**Exceptions:**

\_\_\_\_\_  
\_\_\_\_\_

“Rider” initials: \_\_\_\_\_

2. **Hold Harmless Agreement.**

**Safe Riding Attire.** Owner highly recommends that “Rider” wear heeled boots, long pants, gloves and an approved safety helmet while riding. **If “Rider” chooses not to wear these items, “Rider” assumes the increased risk of injury or death associated with failing to wear such protective attire.**

“Rider” initials: \_\_\_\_\_

**“Rider” Agreement.** “Rider” understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with visiting the premises where “horse” is stabled (the “premises”) and handling, caring for and riding horses, including “horse” on the “premises”. Rider understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure “Rider” or others. In particular, “Rider” understands that “horse” has the behavioral issues (if any) listed after “Exceptions” in section 2, and “Rider” expressly assumes all risks of visiting the “premises” and engaging in horse related activities on the “premises”, including the risk that Owner, Owner’s family members, directors, shareholders, officers, employees, contractors or agents (collectively, the Owner’s parties”), may be negligent. Personal property on the “premises”, including automobiles, is subject to theft, damage or loss. **Accordingly, “Rider” agrees upon behalf of him or herself, his or her heirs, guardians and legal representatives, not to sue the Owner parties or otherwise make a claim against the Owner Parties in connection with any injury or death occurring in connection with “horse” or on the “premises”, or any damage to or loss of personal property.**

“Rider” initials\_\_\_\_\_

**Conditions of Nature and Inspection of Premises.** “Rider” understands that owner is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near or bite or sting a horse or person, and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape. The “Rider” has inspected facilities for evaluating the horse and is satisfied that all premise conditions are reasonably safe for rider’s intended purpose, usage and presence. “Rider” understands and expressly assumes all risks associated with use of premises, including the risk that the owner parties may be negligent.

“Rider” initials:\_\_\_\_\_

**“Rider” Parent’s/Guardian’s Agreement.**

We, \_\_\_\_\_(name of Parent #1) and  
\_\_\_\_\_ (name of parent #2) (parent #1 and #2  
collectively, “Parents”) residing at

\_\_\_\_\_, are  
the only lawful parents or guardians of “Rider” and have all legal rights to sign this agreement on behalf of “Rider” and ourselves. Accordingly, we have reviewed the risks (set forth in Sections 3.2 and 3.3) that “Rider” will be undertaking in visiting the Premises and engaging in horse-related activities at the Premises, including the risk of negligence. Personal property on the Premises, including automobiles, is subject to theft, damage or loss. **We expressly agree, on behalf of ourselves, “Rider”, “Rider” heirs and legal representatives, to assume these risks and not to sue the Owner Parties or otherwise make a claim against such parties in connection with any injury or death occurring in connection with ”horse” or on the Premises, or any damage to or loss of personal property.**

“Rider” Parents/Guardians initials:\_\_\_\_\_

**Waiver of Unknown Claims:** Upon behalf of “Rider”, “Rider” heirs, guardians and legal representatives, “Rider” expressly waives any rights that “Rider” might otherwise have with regard to unknown claims. For the purpose of this Section, “claims” shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with this Agreement.

“Rider” initials:\_\_\_\_\_

“Rider” parents/Guardians initials: \_\_\_\_\_

3. **Equine Activity Liability Act Warning:** “Rider” acknowledges review of this stat’s Equine Activity Liability Act Warning, which is written below and incorporated by reference herein.

**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.**

4. **Entire Agreement.** This agreement contains the entire agreement among the parties. Any modifications or additions must be made in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.
5. **Governing Law and Venue.** This agreement shall be governed by the laws of Florida. The parties hereby agree that any legal action under the agreement must be brought in Orlando County, Florida.

\_\_\_\_\_  
Owner Party/Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
“Rider” / Lawful parents or guardians

\_\_\_\_\_