

Participant Agreement

Name of Participant: _____

Date: _____

Address: _____

Phone #: _____

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 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 covenants and agree 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 nay 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 cost, 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 Regulation:

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 ay 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 charger of forty (\$40.00) dollars for each such check.

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 the 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 in 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 § 77-01 – 773-05 shall be construed to limit in any way the limitation granted to private citizens who allow the public to use their land for recreational purposes as provided in §375.251

BY SIGNING THE BELOW, PARTICIPANT AGREES WITH ALL PROVISIONS OF THE AGREEMENT

NO REFUNDS, PLEASE SEE RIDING RULES FOR COMPLETE EXPLANATION

Participant: _____ (Must be adult)

Date: _____