

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) _____

The Parent/Court Appointed Legal Guardian Must Read and Understand this Waiver Prior to Infant Participating in Equine Activities.

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 acknowledge and agree to everything.

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.

Initial _____

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.

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.

Initial _____

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.

Initial _____

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

Initial _____

_____ Date of Birth: _____
(Infant Participant Print Name)

(Infant Participant Address Line 1)

(Infant Participant Address 2)

_____ Date of Birth: _____
(Parent/Court Appointed Legal Guardian Print Name)

(Parent/Court Appointed Legal Guardian Address Line 1)

(Parent/Court Appointed Legal Guardian Address Line 2)

_____ Date: _____
(Parent/Court Appointed Legal Guardian Signature)

_____ Date: _____
(Witness Sign Name)

(Witness Print Name)

Initial _____

Please Note: The information below MUST be completed in full

Emergency Contact Information:

Phone number: _____

Cell number: _____

Name: _____

Relationship: _____

Address: _____

Initial _____

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

***For Participants Under the Age of Majority in the State 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.

The Parent/Court Appointed Legal Guardian Must Read and Understand this Waiver Prior to Infant 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 on behalf of the Infant Participant named below 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 Infant Participant.

I am the Parent/Court Appointed Legal Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Court Appointed Legal Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN CARSON JAMES HORSEMANSHIP, LLC AND CARSON JAMES RHODENIZER USE REASONABLE

Initial _____

CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO HORSEMANSHIP, RECOVER FROM CARSON JAMES LLC AND CARSON JAMES RHODENIZER IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND CARSON JAMES HORSEMANSHIP, LLC AND CARSON JAMES RHODENIZER HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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.

Initial _____

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 the Infant Participant's participation in the sport of horseback riding and Equine Activities.
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 of the Infant Participant, including the Infant Participant's use of any medications or other substances, which may affect the Infant Participant's ability to participate in the Clinic. If, at any time, I feel that the Infant Participant is unfit or unsure about proceeding with or participating in any riding activity, or if the Infant Participant's 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 the Infant Participant follows any and all rules of riding conduct and safety established by Carson James Horsemanship and common sense, and if the Infant Participant is riding a horse, I will make certain that the Infant Participant has equipped himself/herself with appropriate riding attire including an ASTM/SEI approved and fastened riding helmet and riding boots or shoes when mounted.

Waiver of Liability

6. In consideration for the Infant Participant's participation in the Clinic, I and anyone legally entitled to act on the Infant Participant's behalf, hereby agrees 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 the Infant Participant related 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.

Initial _____

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 the Infant Participant's 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 the Infant Participant's 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 pertaining to the Infant Participant including those arising from ordinary negligence, which may arise out of the Infant Participant's 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 the Infant Participant or the Infant Participant's 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.

Initial _____

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

_____ Date of Birth: _____
(Infant Participant Print Name)

(Infant Participant Address Line 1)

(Infant Participant Address 2)

_____ Date of Birth: _____
(Parent/Court Appointed Legal Guardian Print Name)

(Parent/Court Appointed Legal Guardian Address Line 1)

(Parent/Court Appointed Legal Guardian Address Line 2)

_____ Date: _____
(Parent/Court Appointed Legal Guardian Signature)

_____ Date: _____
(Witness Sign Name)

(Witness Print Name)

Initial _____

Please Note: The information below MUST be completed in full

Emergency Contact Information:

Phone number: _____

Cell number: _____

Name: _____

Relationship: _____

Address: _____

Initial _____

HELMET ACKNOWLEDGMENT AND WAIVER

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

The Parent/Court Appointed Legal Guardian Must Read and Understand this Waiver Prior to Infant Participating in Equine Activities with or without Wearing a Safety Helmet.

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 on behalf of the Infant Participant named below 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 Infant Participant.

I am the Parent/Court Appointed Legal Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Court Appointed Legal Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN CARSON JAMES HORSEMANSHIP, LLC AND CARSON JAMES RHODENIZER USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM

Initial _____

CARSON JAMES HORSEMANSHIP, LLC AND CARSON JAMES RHODENIZER IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND CARSON JAMES HORSEMANSHIP, LLC AND CARSON JAMES RHODENIZER HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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 the Infant Participant since I made the choice to allow the Infant Participant to ride a horse. I realize the Infant Participant is subject to injury from this activity and that no form of pre-planning can remove all of the danger that I am exposing the Infant Participant to by allowing the Infant Participant to ride a horse. I have been advised that a protective riding helmet (“safety helmet”) could prevent the Infant Participant from serious or permanent brain damage or other head injuries in the event of an accident. On behalf of the Infant Participant, I am **not** relying on Clinician or anyone affiliated with Clinician to provide a certified equestrian helmet or headgear for the Infant Participant, to check any helmet or strap that the Infant Participant may wear, or to monitor the Infant Participant’s compliance with this suggestion at any time - now or in the future. On behalf of the Infant Participant, **if I choose of my own free will for the Infant Participant to wear an ASTM -standard/SEI-certified helmet and headgear, or if I choose of my own free will to not require the Infant Participant 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 require the Infant Participant to wear a safety helmet and headgear, or if I decide to NOT require the Infant Participant to wear a safety helmet, I choose this on behalf of the Infant Participant with my own free will.

Initial _____

Waiver of Liability

In consideration for the Infant Participant's participation in Equine Activities and my decision to require or not to require the Infant Participant to wear a safety helmet, I, and anyone legally entitled to act on the Infant Participant's 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 the Infant Participant's 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 and failure to require the Infant Participant to wear a safety helmet. 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.

Initial _____

_____ Date of Birth: _____
(Infant Participant Print Name)

(Infant Participant Address Line 1)

(Infant Participant Address 2)

_____ Date of Birth: _____
(Parent/Court Appointed Legal Guardian Print Name)

(Parent/Court Appointed Legal Guardian Address Line 1)

(Parent/Court Appointed Legal Guardian Address Line 2)

_____ Date: _____
(Parent/Court Appointed Legal Guardian Signature)

_____ Date: _____
(Witness Sign Name)

(Witness Print Name)

Initial _____

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.

Initial _____

Infant Participant Print Name _____ Date: _____

Infant Participant Address _____

Infant Participant Age _____

Parent/Guardian Signature _____ Date: _____

Parent/Guardian Name _____

Parent/Guardian Age _____

Parent/Guardian Address: _____

Parent/Guardian Phone: _____

Parent/Guardian Email: _____

Initial _____