

waiver

# E-I-E-I-O, corp. dba MINIATURE HORSE PARTY/ and or WELCOME WAGON TALLAHASSEE/and or LLUNCH WITH A LLAMA

RELEASE OF LIABILITY AND ASSUMPTION OF RISK  
for: horse rental, day camp, llama party, llama special event, welcome wagon Tallahassee, lesson program, parties , weddings, school events, animal rental etc.

This agreement is made between E-I-E-I-O, CORP dba MINIATURE HORSE PARTY/ WELCOME WAGON TALLAHASSEE/ LLUNCH WITH A LLAMA and

\_\_\_\_\_ the below listed individual hereinafter referred to as "Participant"

I, \_\_\_\_\_, hereafter

(Name of organization, or individual)

referred to as the "participant", desire to take part in

\_\_\_\_\_.

(Describe Event)

Venue:

The event is scheduled from \_\_\_\_\_ - \_\_\_\_\_

on

the \_\_\_\_\_ day

of \_\_\_\_\_,

201\_\_ at this location\_\_\_\_\_.

From \_\_\_\_\_ to \_\_\_\_\_.

The participant furthermore understand that there are certain inherent risks associated with participating in this Event, and I am willing to undertake and accept all apparent risks (disclosed and undisclosed), that may exist or occur in the participation of this activity.

## **PLEASE READ CAREFULLY BEFORE SIGNING INITIAL EACH SECTION AFTER READING**

### **REGISTRATION/PURPOSE**

Participant, hereby voluntarily agrees to participate in program, day camp and/or party services provided by Miniature Horse Party/ WELCOME WAGON TALLAHASSEE/ llunch with a llama

### **INHERENT RISK/ASSUMPTION OF RISK**

Participant acknowledges that risks, conditions, and dangers are inherent in horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and Participant agrees to assume these risks. These horses CANNOT be ridden. They are too small. We can decorate and photograph these horses. The llamas cannot be ridden.

### **AGREEMENT/SCOPE**

This Agreement shall be legally binding upon the registered Participant, and the parents or legal guardians thereof (if a minor), their heirs, estate, assigns, including all minor children, and personal representatives; and shall be interpreted according to the laws of the State of Florida, County of Leon and /or Tallahassee.

### **CARRY-ON OBJECTS/SHARP-LOUD NOISES**

Participant acknowledges that when approaching, or decorating horses, , Participant must not carry loose items that may fall, blow away, flap in the wind, bounce, or make sharp or loud noises, the action of which may scare llamas or horses or other animals causing them to react in unpredictable ways .Don't forget- Horses Bite and kick, as well as roll and run. Pertaining to food- Participant understands that the horses have a special diet and can only eat what is approved for them. DO NOT FEED THE HORSES or llamas or animals unless given treats by MINIATURE HORSE PARTY and or / WELCOME WAGON TALLAHASSEE and or LLunch with a llama for them to eat.. In addition, they can get very sick and if fed the wrong food, the undersigned agrees to pay for equine vet or a camelid vet or an animal vet. and additional monies if necessary to bring the horses/llamas/animals back to their healthy state. If the horses/ llamas/animals are harmed by the participants of the party, the authorized signature is responsible for the restitution of the horses. Children under the age of four must be accompanied by an adult or parent. Safety of all participants is of the utmost concern.

### **LIABILITY RELEASE**

Participant acknowledges in consideration of allowing participation in this activity, under the terms set forth herein, Participant for themselves and on behalf of their child and/or legal ward, heirs, administrators, personal representatives or assigns,

do agree to release, hold harmless, and discharge, its owners, agents, employees, officers, directors, representatives, assigns, members, affiliated persons, volunteers, sponsors, organizations, insurers, and others acting on their behalf (herein, collectively referred to as "Associates" of MINIATURE HORSE PARTY/ WELCOME WAGON TALLAHASSEE /LLUNCH WITH A LLAMA). The Participant/signer releases the insured and related parties from liability from the consequences of ordinary negligence.

### **CONSENT**

I hereby give consent to use (my) or party attendees name, picture, portrait, likeness, writings and audiotape and or / videotape recordings of the aforementioned in any media for editorial, educational, promotional and advertising purposes and other purposes in furtherance of the corporate purposes and objectives of Miniature Horse Party/WELCOME WAGON TALLAHASSEE/ LLUNCH WITH A LLAMA and E-I-E-I-O, Corp. I expressly acknowledge that participation in MINIATURE HORSE PARTY is for my child's purposes and convenience of any or one or more of the Released parties.

### **EQUINE LAW**

I was advised to read or have read the provisions of Chapter 773 of the Florida Statutes dealing with Equine Activities.

\_\_\_\_\_  
(Initial)

\*

I understand an Equine Activity Sponsor is not liable for any injury to or the death of a participant resulting from the inherent risks of equine activities and no participant nor any participant's representative shall have any claim against or recover from any equine activity sponsor for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities. F.S. 773.02

\_\_\_\_\_  
(Initial)

### **SIGNER STATEMENT OF AWARENESS**

Participant/Signer acknowledges and represents by signing below that they have read and do understand the foregoing liability release and assumption of risk agreement and that by signing this document they are giving up rights to sue today and in the future and further attest that all facts are true and accurate and that Participant/Signer is signing this while of sound mind and not suffering from shock, or under the influence of alcohol, drugs or intoxicating substances.

This agreement shall be legally binding upon the registered participant, and the parents ( or legal guardians) thereof ( if a minor) , their heirs, sponsored by:

\_\_\_\_\_

(Name of entity)

for any and all personal or property injury or damage that may occur as a result of my voluntary participation in the above said event.

I have carefully read this document and understand that it is intended to constitute a legally binding agreement. With full understanding of its effect, I am executing this agreement voluntarily of my own free will on behalf of my heirs, legal wards, minors, and myself. I acknowledge that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and if any portion of the agreement is held to be invalid or unenforceable, the remainder of this agreement shall continue in full force and effect.

The participant WAIVES, RELEASES, DISCLAIMS and FOREVER DISCHARGE from any and all liability that may hereafter accrue to participant(s) while participating in this Event, sponsored by: \_\_\_\_\_

(Name of entity)

for any and all personal or property injury or damage that may occur as a result of my participation.

\_\_\_\_\_

Name

\_\_\_\_\_

date