

**Bear Packs attending Session 5 Only**  
*Tree House Farm, LLC*  
*Release, Waiver of Liability, and Indemnification Agreement*

**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 in the inherent risk of equine activities.**

I, my minor child, or a minor child under my legal guardianship (individually and collectively referred to as a "Participant" or "Participants"), intend to participate at Tree House Farm (the "Farm") as a Boarder, Leaser, Volunteer, and/or Guest. In consideration of the right to participate in activities at the Farm, I agree to the following terms of this Release, Waiver of Liability, and Indemnification Agreement (the "Agreement" or "Release").

**Initial to indicate your understanding of each paragraph below:**

**Waiver of Liability.** Participants release and forever discharge and hold harmless Tree House Farm, LLC and its owners, directors, officers, employees, committee members, managers, volunteers, agents, and assigns (collectively, the "THF Releasees") from any and all liability, claims, and demands of any kind or nature, which exist now or in the future in connection with Participants' participation at the Farm. Participants understand and agree that this Release discharges the THF Releasees from any liability or claim that Participants may have against the THF Releasees with respect to bodily injury, personal injury, illness, death, property damage, or any other damages or harm that may result from Participants' participation at the Farm, including damages caused by the negligence of the TFM Releasees. Participants expressly waive any right to a trial by judge or jury that Participants may otherwise have regarding any claim or liability related to Participants' participation at the Farm.

**Indemnification and Hold Harmless Agreement.** Participants shall indemnify and hold harmless the THF Releasees from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial or appeal, of any kind or nature arising out of or in any way connected with this Agreement or Participants' Participation at the Farm.

**Medical Release.** To ensure prompt attention in the case of sickness or accident, Participants hereby authorize Tree House Farm, LLC, including the person in charge at the time of the sickness/accident to incur expense considered necessary for treatment, and Participants agree to pay for the same if this is in excess of the amount paid by any accident or health insurance policy that may be in effect at the time of the sickness or illness.

**Assumption of Risk.** Participants further acknowledge, understand and agree that participating at the Farm as a Boarder and/or Leaser, there is a possibility of physical or emotional injury (minimal, serious or catastrophic), paralysis, death, or damage to myself, to property, or to third parties, and that Participants assume the risk by participating.

**Intellectual Property.** Participants assume all costs arising from the use of intellectual property, including patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used by Participants in connection with their participation at the Farm, and Participants agree to indemnify and hold harmless the THF Releasees from all damages, costs, and expenses in law or equity, including attorneys' fees and court costs, arising from Volunteers' use of any intellectual property, including patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights in connection with this Agreement and will defend the THF Releasees from any suit or action arising from Participants' use of any intellectual property.

**Photo and Media Release.** Participants grant to Tree House Farm, LLC and its owners, directors, officers, employees, committee members, managers, volunteers, agents, and assigns (the "THF Parties") all right, title, and

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interest in any and all photographs, images, video, or audio recordings of Participants or Participants' likeness or voice made by the THF Parties in connection with the Farm. Participants understand and agree Participants will not receive compensation for any use of such material.

**Broad Release Intended.** Participants expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, and venue for any action arising from this Agreement shall be Pasco County, Florida. Participants further agree that in the event any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected.

### ACKNOWLEDGEMENT READ CAREFULLY BEFORE SIGNING

By my signature below, I acknowledge that I have read this Release, Waiver of Liability, and Indemnification Agreement in its entirety and, in consideration for the right of myself and my minor child or a minor child under my legal guardianship to participate at the Farm, I in good faith make the releases and waivers and assume the responsibilities contained herein. I further understand that by signing this agreement, I am voluntarily waiving any claims I may have against Tree House Farm, LLC and its owners, directors, officers, employees, committee members, managers, volunteers, agents, and assigns for their negligence in connection with the participation at the Farm of me or my minor child or a minor child under my legal guardianship. I acknowledge that I have had an opportunity to ask questions and consult with an attorney of my choosing, and that I freely agree to the terms expressed in return for participation at the Farm.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Parent or Guardian (minors only)

Participant(s) Name \_\_\_\_\_ Age(s) \_\_\_\_\_  Minor  Adult

Name of Parent or Guardian (if minor) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Emergency Contact Name (other than parent Parent/Guardian above)

Name \_\_\_\_\_ Phone \_\_\_\_\_

