GOOD HOPE EQUESTRIAN TRAINING CENTER, INC.
22155 SW 147th Avenue
Miami, Florida 33170

RIDER/PARTICIPANT/VOLUNTEER/SPECTATOR/GUEST
LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS

READ BEFORE SIGNING - YOUR SIGNATURE INDICATES YOUR
UNDERSTANDING OF AND AGREEMENT TO ITS TERMS

This Rider/Participant/Volunteer/Spectator/Guest Liability Release, Waiver of Right to Sue and Assumption of All Risks Release ("Release") is hereby given by
("Invitee") on their own behalf and as the parent or legal guardian of all minors and/or wards (list names and ages) who for all purposes shall also be included within the term "Invitee," in favor of GOOD HOPE EQUESTRIAN TRAINING CENTER, INC., a Florida not for profit corporation, and BROOKS GOOD HOPE, LLC, a Florida limited liability company (collectively, "Sponsor"), and to all managers, officers, directors, agents, employees, volunteers and representatives of Sponsor, and their respective personal representatives, heirs, successors and/or assigns, who for all purposes shall also be included within the term "Sponsor," for any and all activity at the equestrian facility located at 22155 SW 147th Avenue, Miami, Florida 33170 ("Premises"). Wherever used herein the terms "Invitee" and "Sponsor" shall include singular and plural, and the respective heirs, personal representatives, successors and/or assigns of Invitee and of Sponsor.

Invitee fully understands that Invitee’s decision to come on to the Premises and/or partake in or observe equine activities on the Premises and/or to allow minor children to come on to the Premises as participants, guests or spectators, poses risks of personal injury, property damage, death and/or other loss that may arise while either visiting, riding, observing or participating in any activity on the Premises ("Activities"), and assumes all risks and hazards incidental to the conduct of the Activities.

In consideration of Sponsor permitting Invitee to come on to the Premises for any purpose, Invitee hereby agrees as follows:

1. This Release is given in part under the Florida Equine Activities statutes (Chapter 773) as it may now provide or be hereafter amended (the “Act”). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Release by reference; provided, however, that if Invitee is a spectator or guest, Invitee hereby agrees to be subject to the provisions of the Act and will indemnify and hold Sponsor harmless as provided in this Release.

2. This Release shall be so construed as to provide to Sponsor the fullest protection of a release, waiver of claim and recovery, waiver of right to sue, and assumption of all risks that is afforded by the Act and by other applicable statutes and general law.

3. Invitee hereby acknowledges that Invitee has full and complete understanding of all the dangers and/or conditions which are an integral part of equine activities which may cause, contribute to or result in the death or personal injury of Invitee or damage to Invitee’s personal property (the “Risks”), including, but not limited to:
   - The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around the equine, such as, but not limited to, making unpredictable movements, bucking, stumbling, falling, rearing, biting, kicking, running, spooking, jumping obstacles, stepping on a person’s feet, pushing or shoving a person, loosening and/or breaking halters, bridles, saddles or girths.
   - The unpredictability of an equine’s reaction to sounds, sudden movement, persons, other animals, vehicles, wind and other weather conditions, or unfamiliar objects.
   - Hazards, including, but not limited to, surface or subsurface conditions.
   - A collision with another equine, another animal, a person, or an object.
The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

The inability of anyone whomever to predict or foresee an equine’s reaction to excitement, weather conditions, sounds, movements, objects, vehicles, persons, dogs and other animals, reptiles, birds or insects, and the effects of such reactions.

The dangers and risks of halters, bridles, saddles, stirrups, stirrup leathers, harnesses, lead ropes, lunge lines, and other equipment loosening, slipping or breaking for whatever reason.

The dangers and risks of becoming entangled in halters, bridles, saddles, stirrups, stirrup leathers, harnesses, lead ropes, lunge lines, and other equipment.

The risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason.

The dangers and risks of not wearing a helmet that is ASTM/SEI certified.

The dangers and risks of not wearing closed shoes or boots on the Premises.

Any negligent act or omission by the Sponsor which causes or results in the death or personal injury of Invitee or damage to Invitee’s personal property.

4. Invitee hereby expressly assumes all risks and dangers of injury, loss, damage or death which are in any way resulting from the inherent risks of equine activities and/or associated with the Risks enumerated in Paragraph 3 above.

5. Invitee hereby releases and waives all rights which Invitee may have or hereafter have against the Sponsor for injury, loss, damage or death which in any way results from the inherent dangers of equine activities and/or associated with the Risks enumerated in Paragraph 3 above, and releases and waives the right to sue or to bring any action against the Sponsor in connection therewith. Invitee agrees to completely indemnify and hold the Sponsor harmless from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including medical costs and attorney's fees and costs, which are occasioned by, or otherwise attributable to, matters for which Invitee has hereby assumed the risk and is responsible in accordance with this Release.

6. Invitee agrees to comply with all rules and regulations that may be posted or otherwise communicated by the Sponsor. In the event Invitee has children, guests, employees, or other invitees on the Premises, and such persons participate in any equine activity, then Invitee agrees that Invitee has made reasonable and prudent efforts to determine such person’s ability to engage in the activities and to act accordingly for the safety and welfare of such persons. Invitee agrees that such persons will execute liability releases in favor of Sponsor as may be provided by Sponsor. If this Release is executed by Invitee on behalf of a minor child named herein, then Invitee hereby warrants and represents that Invitee is in fact the legal parent or guardian of such minor child, with full rights of custody and control; and that this Release is given on behalf of and is intended to be binding upon said minor child, his/her heirs, personal representatives, successors and assigns.

7. HELMETS and PROTECTIVE FOOTWEAR: Invitee shall, at all times while mounted on a horse on the Premises, wear protective head gear, i.e., a helmet that is ASTM/SEI certified, and shall insist that Invitee’s children, guests, employees, or other invitees do so when mounted on a horse on the Premises. Invitee shall, at all times while on the Premises, wear closed shoes or boots, and shall insist that Invitee’s children, guests, employees, or other invitees do so when on the Premises. Should Invitee or Invitee’s children, guests, employees, or other invitees fail to comply with these requirements, they do so at their sole risk and acknowledge that Sponsor is not responsible for enforcing these requirements. Invitee shall be solely responsible for any injury suffered by Invitee or Invitee’s children, guests, employees, or other invitees as a result of their failure to comply with these requirements.

8. Invitee agrees that mounting, riding, dismounting, hand walking, grooming, training, handling, feeding, and otherwise being in the physical proximity of horses, even if as a spectator, is a dangerous activity which can produce a foreseeable risk of mortal or serious personal injury and/or property damage or loss to Invitee as well as to the person or property of others.
9. This Release shall remain valid and in full force and effect from and after the date opposite Invitee’s signature until expressly revoked by Invitee in a written notice personally delivered to Sponsor.

10. This Release shall be construed under Florida law in such manner as will render it, and each provision of it, fully enforceable; provided, however, that if any provision of this Release shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deemed deleted and the remainder of this Release shall continue in full force and effect. Venue for purposes of any litigation or arbitration concerning this Release shall be in Palm Beach County, Florida.

11. This Release shall be binding upon the heirs, personal representatives, successors and assigns of Invitee and shall inure to the benefit of Sponsor and Sponsor’s successors and assigns.

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.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING RIDER/PARTICIPANT/VOLUNTEER/GUEST EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THERewith AND FULLy UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILy WITHOUT ANY INDUCEMENT. I HAVE NOT RELIED UPON THE SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THERewith.

INVITEE:
Signature: ___________________________ Date: ____________ , 20__
Print Name: _________________________
Address: ____________________________
Telephone Numbers: cell ( ) home ( ) work ( )
Email Address: ________________________ @

FOR MINORS UNDER 18 YEARS OF AGE: By signing this Release, Invitee hereby represents and certifies that Invitee is the legal guardian of:
Print Name of Minor: ___________________________ Date: ____________ , 20__
Print Name of Minor: ___________________________ Date: ____________ , 20__
Print Name of Minor: ___________________________ Date: ____________ , 20__

PHOTO RELEASE

Further, Invitee consents to and authorizes Sponsor’s reproduction and use of any and all photographs and any other audio-visual materials taken of Participants for promotional materials, new publications, educational activities, exhibitions or for any other use for the benefit of the program.
I have read and understand this Photo Release and voluntarily agree to be legally bound to its terms and conditions.
Invitee - Signature: ___________________________ Date: ____________ , 20__

FOR MINORS UNDER 18 YEARS OF AGE: By signing this Photo Release, Invitee hereby represents and certifies that Invitee is the legal guardian of:
Print Name(s) and Age(s) of Minor(s):
_________________________________________ Age: ____________ Date: ____________ , 20__
_________________________________________ Age: ____________ Date: ____________ , 20__
_________________________________________ Age: ____________ Date: ____________ , 20__
Volunteer Authorization for Emergency Medical Treatment Form
"Where Horses Enrich Lives"

Name: _______________________________  DOB: __________  Phone #: _______________
Address: ______________________________________________________________________
Physician’s Name: ____________________  Preferred Medical Facility: _________________
Health Insurance Company: ____________________  Policy #: ___________________________
Allergies to medications: _________________________________________________________
Current Medications: _____________________________________________________________

In the event of an emergency, contact:
Name: _____________________________  Relationship: ____________  Phone: _____________
Name: _____________________________  Relationship: ____________  Phone: _____________
Name: _____________________________  Relationship: ____________  Phone: _____________

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of the agency, I authorize Good Hope Equestrian Training Center, Inc. to:

1. Secure and retain medical treatment and transportation if needed.
2. Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

Consent Plan
This authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed “life saving” by the physician. This provision will only be invoked if the person(s) above is unable to be reached.

Date: __________  Consent Signature: ____________________________________________
Client, Parent, or Legal Guardian

Non-Consent Plan
I do not give consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of the agency.

☐ Parent of legal guardian will remain on site at all times during equine assisted activities
☐ In the event emergency treatment/aid is required, I wish the following procedure to take place:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Date: _______________  Consent Signature: ____________________________________
Client, Parent or Legal Guardian
Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

This document contains important information about the decision (of you and GHETC) to resume in-person services in light of the COVID-19 public health crisis. Please read this carefully and let us know if you have any questions. When you sign this document, it will be an official agreement.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

**Good Hope Equestrian Training Center, Inc. (GHETC; we)** has put in place preventative measures to reduce the spread of COVID-19; however, **GHETC cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending any community activities including GHETC services could increase** your risk and your child(ren)’s risk of contracting COVID-19. By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that your child(ren) and you may be exposed to or infected by COVID-19 by attending GHETC and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 within any community settings or contacts, including GHETC, may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, GHETC employees, volunteers, and program participants and their families/guardians. In addition you assert that you and your household have been practicing preventative and safety measures such as social distancing, proper hygiene, wearing appropriate PPE, avoiding large gatherings, etc. to minimize the risk and spread of COVID-19.

**GHETC Safety Precautions in Effect During the Pandemic**

GHETC is taking the following precautions to protect our participants and their families to help slow the spread of the coronavirus:

- All staff and volunteers wear masks.
- The GHETC staff and volunteers will maintain safe distancing to the best of their ability during the EAA sessions.
- Restroom soap dispensers are maintained within the clubhouse restrooms and everyone is encouraged to wash their hands.
- Hand sanitizer that contains at least 60% alcohol is available in the stables and at the clubhouse.
- We schedule appointments at specific intervals to minimize the number of people at the facility.
- We ask all parents and riders to wait in their cars or outside until no earlier than 5 minutes before their appointment times.
- Stable equipment, doors, grooming tools and any type of equipment and toys and other areas that are commonly touched are thoroughly sanitized after each use.
- Physical contact is not permitted.
- Tissues and trash bins are easily accessed. Trash is disposed of on a frequent basis.
- Common areas are thoroughly disinfected at the end of each day.
- We have plastic face shields for staff and children, if needed to ensure the safety of others. This PPE equipment will be used if your child has a behavior in which they expel saliva (i.e., spitting).

Your Responsibility to Minimize Your Exposure
To obtain services in person, you agree to take certain precautions which will help keep everyone (you, us, and our families, GHETC staff members, volunteers and other riders) safer from exposure, sickness and possible death. If you do not adhere to these safeguards, it may result in our starting / returning to a telehealth arrangement. Initial each to indicate that you understand and agree to these actions:
- You will only keep your in-person appointment if you and your child is symptom free. ___
- You will take your temperature before coming to each appointment. If it is elevated (100 Fahrenheit or more), or if you have other symptoms of the coronavirus, you agree to cancel the appointment or proceed using telehealth. If you wish to cancel for this reason, we won’t charge you our normal cancellation fee. ___
- You will wait in your car or outside [or in a designated safer waiting area] until no earlier than 5 minutes before our appointment time. ___
- You will wash your hands or use alcohol-based hand sanitizer when you enter the building. ___
- You will adhere to the safe distancing precautions we have set up in the outside picnic tables and clubhouse. For example, you won’t move chairs or sit where we have signs asking you not to sit. ___
- You will wear a mask in all areas of the farm if you are within twenty feet of another person (all the GHETC staff will too). ___
- You will keep a distance of 6 feet and there will be no physical contact (e.g. no shaking hands) with GHETC staff and volunteers. ___
- You will try not to touch your face or eyes with your hands. If you do, you will immediately wash or sanitize your hands. ___
- If you are bringing your child, you will make sure that your child follows all of these sanitation and distancing protocols. ___
- You will take steps between appointments to minimize your exposure to COVID. ___
- If you have a job that exposes you to other people who are infected, you will immediately let me [and my staff] know. ___
- If your commute or other responsibilities or activities put you in close contact with others (beyond your family), you will let me [and my staff] know. ___
- If a resident of your home tests positive for the infection, you will immediately let me [and my staff] know and we will then [begin] resume treatment via telehealth, if applicable. ___

GHETC may change the above precautions if additional local, state or federal orders or guidelines are published. If that happens, we will talk about any necessary changes.

Our Commitment to Minimize Exposure
GHETC has taken steps to reduce the risk of spreading the coronavirus within the facility and we have posted our efforts on our website and within the stable. Please let me know if you have questions about these efforts.
If You or Any of Us Become Sick
You understand that we are committed to keeping you, me, and the GHETC staff members and volunteers and all of our families safe from the spread of this virus. If you or your child show up for an appointment, and we believe that you have a fever or other symptoms, or believe you have been exposed, we will have to require you to leave the facility immediately. We can follow up with services by telehealth if this service is deemed appropriate.

If we or any of our staff members or volunteers who have been in contact with your or your child test positive for the coronavirus, we will notify you so that you can take appropriate precautions.

Your Confidentiality in the Case of Infection
If you have tested positive for the coronavirus, we may be required to notify local health authorities that you have been at GHETC. If we have to report this, we will only provide the minimum information necessary for their data collection and will not go into any details about the reason(s) for your presence here. By signing this form, you are agreeing that we may do so without an additional signed release.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to your child(ren) or yourself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or your child(ren) may experience or incur in connection with your child(ren)’s attendance at the GHETC facility activities.

On your behalf, and on behalf of your children, you as Participant/Volunteer hereby release, covenant not to sue, discharge, and hold harmless GHETC, its employees, board members, lessor and volunteers, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of GHETC, its employees, board members, lessor and volunteers, whether a COVID-19 infection occurs before, during, or after participation in any GHETC activities.

Informed Consent
This agreement supplements the additional forms that are completed as a part of the required GHETC documentation.

_________________________    _________________________
Participant/Volunteer        Date

_________________________    _________________________
GHETC Staff Member       Date