



**Side-Pass Stables LLC**  
 7585 78th Ave N.  
 Pinellas Park, FL 33781

**STABLE LIABILITY WAIVER**

I, \_\_\_\_\_, HEREBY WAIVE AND RELEASE indemnify, hold harmless and forever discharge SIDE-PASS STABLES LLC and TUCKER 7585, LLC, and assigns from any and all claims, demands, debts, contracts, expenses, cause of action lawsuits, damages, liabilities of every kind and nature, weather known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my equine actives on the premises of land owned or land leased by Side-Pass Stables LLC and Tucker 7585, LLC, in the county of PINELLAS in the State of FLORIDA, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. The parties hereby consent to jurisdiction and venue in Pinellas County, Florida, and agree that such jurisdiction and venue shall be sole and exclusive for any and all actions or disputes related to this waiver or any related instruments.

**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 understand that the activities in which I participate are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property, and/or death; the horse by their nature are prone to kick, bite, shy, buck, stumble, bolt, rear or exhibit signs of general unpredictably and that the land may pose such dangerous conditions due to snakes, alligators, insects, ditches, erosions, sharp rocks, culverts, fallen trees, branches, snow, mud or other natural and man-made hazards. On behalf of myself, my heirs, assigns, and next of kin. I waive all claims for damage, injuries, and death, sustained to me or my property that I may have against aforementioned releases parties to such activity.

By the waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property owned by SIDE-PASS STABLES LLC and TUCKER 7585, LLC, including but not limited to riding horses on the land, using the land in any manner, form or fashion, and engaging in any outdoor activities, or related actives on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties and supersedes any prior written or verbal agreements between them concerning the subject matter of this WAIVER AND RELEASE the providing of the WAIVER AND RELEASE, may be waived, altered, amended or released, in whole or in part, only upon the written consent of all parties.

I will not ride off the leased premises. I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE, I have given up considerable future legal rights. I have signed this agreement freely, voluntarily and under no duress, or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE, of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver. The agreement and its terms and provisions will include any minor who accompany me or who are under my care. I further agree that I shall assume responsibility for watching and caring for minor's safety and guarding against all hazards, natural or manmade, weather expressly mentioned in this WAIVER AND RELEASE or otherwise.

Date: \_\_\_\_\_  
 Printed Name(s): \_\_\_\_\_

Signature: \_\_\_\_\_