

**Columbia County Resources GENERAL RELEASE, WAIVER OF LIABILITY  
AND HOLD HARMLESS AGREEMENT for Florida Gateway Pro Rodeo  
Queen Pageant**

1. In consideration for being permitted to participate in the Florida Gateway Pro Rodeo Queen Pageant, I hereby voluntarily **RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND RELINQUISH** against Columbia County Resources, including its Board of Directors, committee members, agents, servants or employees, the Florida Gateway Pro Rodeo, and the Miss Florida Gateway Pro Rodeo Pageant (hereinafter referred to collectively as “CCR”), from any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my participating in such pageant **WHETHER CAUSED BY THE NEGLIGENCE OF CCR** or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I understand that participation in the Florida Gateway Pro Rodeo Queen Pageant involves engagement in Equine Activity as defined in Florida Statute 773.

**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.**

DEFINITIONS:

- (i) **“Equine Activity”** as defined pursuant to Florida Statute 773.01(3), means:
- a. Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, riding, driving, pulling, cutting, polo, steeplechasing, English and western performance riding, endurance trail riding, gymkhana games, and hunting.
  - b. Equine training or teaching activities or both.
  - c. Boarding, including normal daily care of an equine.
  - d. Riding, inspecting, or evaluating an equine belonging to another by a purchaser or an agent, whether or not the owner has received monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser to ride, inspect, or evaluate it.
  - e. Rides, trips, hunts or other equine activities of any type, no matter how informal or impromptu, that are sponsored by an equine activity sponsor.

**Columbia County Resources GENERAL RELEASE, WAIVER OF LIABILITY  
AND HOLD HARMLESS AGREEMENT for Florida Gateway Pro Rodeo  
Queen Pageant**

- f. Placing or replacing horseshoes or hoof trimming on an equine.
- g. Providing or assisting in veterinary treatment.
- (ii) **“Equine Activity Sponsor”** as defined pursuant to Florida Statute 773.01(4) means and individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity, including, but not limited to: pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college-sponsored classes, programs, and activities, therapeutic riding programs, stable and farm owners and operators, instructors, and promoters of equine facilities, including, but not limited to, farms, stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.
- (iii) **“Inherent risks of equine activities”** as defined pursuant to Florida Statute 773.01(6) means those dangers or conditions which are an integral part of equine activities, including, but not limited to:
  - (a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them.
  - (b) The unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.
  - (c) Certain hazards such as surface and subsurface conditions.
  - (d) Collisions with other equines or objects.
  - (e) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.
- (iv) **“Participant”** as defined in Florida Statute 773.01(7) means any person, whether amateur or professional, who engages in or any equine that participates in an equine activity, whether or not a fee is paid to participate in the equine activity.

3. I, for myself, my heirs, executors, administrators, and assigns hereby release, waive, discharge, and relinquish any action or causes of action, aforesaid, which may hereafter arise for me and/or for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, and assigns prosecute, or present any claim for personal injury, property damage or wrongful death against CCR.

**4. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH,** that may be sustained by me, or any loss

**Columbia County Resources GENERAL RELEASE, WAIVER OF LIABILITY  
AND HOLD HARMLESS AGREEMENT for Florida Gateway Pro Rodeo  
Queen Pageant**

or damage of property owned by me, as a result of being engaged in the pageant experience with the CCR **WHETHER CAUSED BY THE NEGLIGENCE OF CCR OR OTHERWISE**. I understand that I am responsible for obtaining and paying the cost of treatment for any injuries sustained while participating in the pageant experience with CCR.

5. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS CCR** from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my participation in the pageant with CCR, **WHETHER CAUSED BY NEGLIGENCE OF CCR** or otherwise. Should I file a lawsuit in breach of this agreement, I agree to pay the attorney fees and costs incurred by CCR and other persons or entities, described above, who are directly or indirectly associated with CCR.

6. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **GENERAL RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE CCR**.

7. I expressly acknowledge that this **GENERAL RELEASE** is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I understand that the agreement set forth herein shall constitute a **WAIVER** of liability beyond the provisions of Florida Statute 773, titled Equine Activities. This includes, but is not limited to, (i) faulty equipment or tack, (ii) failure to make reasonable and prudent efforts to determine an equine participant's ability to safely manage an equine, (iii) a dangerous latent condition on, near, or off the property, or (iv) any other act or omission that may constitute negligence by CCR.

8. This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

9. Any action being brought related to this case shall be filed in Columbia County, Florida. The parties to this agreement stipulate that Columbia County, Florida is the proper venue for all actions related.

10. The parties shall be required to mediate any disputes arising out of this agreement at least thirty (30) days prior to any lawsuit being filed between the parties. This provision shall be a condition precedent to any action brought between the parties relating in any way to this agreement.

11. I agree that in any event that any clause or provision of this **GENERAL RELEASE** shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this **GENERAL RELEASE**, which shall continue to be enforceable.

