



FLORIDA CRACKER TRAIL ASSOCIATION

"Keeping History Alive"

February 17th – 24th, 2018

ADULT Contract for Liability Release and Indemnification

This is a legally binding agreement between the Florida Cracker Trail Association Inc., hereinafter referred to as "Association"; the below named and inferred landowners, stewards, tenants and service providers **AND each participant who agrees and executes by initialing each line and signing below.**

Please Read and Initial each line.

_____ Association is sponsoring a Cross-Florida Trail Ride on February 17, 2018, through February 24, 2018, to promote the Florida Cracker Trail.

_____ All participants do acknowledge and agree that each and every aspect of their participation is by Florida law, an equine activity, and the Association, their agents, licensees, landlords, invitees, landowners, and permittees are all individually and cumulatively deemed Equine Activity Sponsors and not subject to liability under the Florida Statute.

_____ **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. (Florida Statutes 773.01-773.05)

_____ **WARNING:** In reference to helmets, the Association will NOT be held liable per "Nicole's Law" as an "Agricultural Practice or Pursuit, Historical Reenactment, or Parade." (Chapter 2009-105, House Bill #169, Section 4 (c), Section 6(a))

_____ Participant, on behalf of himself, his heirs and assigns, agrees to release the Association, its agents, officers, directors, board members, agents, employees, representatives, volunteers, successors, and assigns from liability whatsoever connected with said trail ride and further release any landowner or tenant along the route, including specifically but not limited to: Kibler Ag & Falkner Farms; Bar Crescent S Ranches; Kahn Ranch; Adams Ranch; Rocking Cross Ranch; Hartt Ranch, Bass Ranches; Davis Ranch; Putnam Groves & Ranch; Manatee County Sheriff's Office; Hardee County Sheriff's Office; Highlands County Sheriff's Office; Okeechobee County Sheriff's Office; City of Fort Pierce Police Department; Florida Department of Transportation; Cracker Trail School; St. Lucie County BOCC; Southwest Florida Water Management District; South Florida Water Management District; St. Lucie County Parks & Recreation Department; City of Fort Pierce; Veg-King of Florida, Tree Locators; James Hunter; Sally Hunter; Ten Fold Talent; and any other landowner/tenant and service provider along the route from all manner of claims, demands, and damages of every kind and nature whatsoever which the undersigned may now, or in the future, have against any of the above on account of any personal injuries, physical or mental condition, known or unknown, to the person, and treatment thereof, as a result of, or in any way growing out of any acts or incidents, including negligence or gross negligence of Florida Cracker Trail Association and/or any of the named or implied parties above.

_____ Participant further agrees to indemnify Association from any liability whatsoever caused by an act of, or injury to, said Participant.

_____ The parties acknowledge that this is a legally binding agreement; that the authorization for said Participant to take part in the Cracker Trail Ride as a representative of Association is good, valuable and sufficient consideration; and that they fully intend for themselves and any Participant to be bound hereby.

Name & Signature of Participant: _____
(Name; print clearly please) (Signature) (Date)