



Rules and Regulations

- The Tour will be guided in a controlled environment for safety of our riders.
- It is PROHIBITED to gallop or canter on any of our horses.
- By Florida Statue, chapter 773; a child who is younger than 16 years of age MUST wear a helmet.
- The law does NOT require 16 years of age and up to wear a helmet, however Palomino Ranch & Tours LLC and the Historic Virginia Key Beach Park recommends that all riders wear a helmet at all times of the tour.
- Palomino Ranch & Tours LLC will not be liable for any lost or damaged items during the tour.
- Weight Restriction: 250LBS
- NO sandals or flip flops
- All guests MUST arrive 30 minutes prior to their tour time.
- Each rider MUST sign the Liability and Rules and Regulations form before beginning their tour.
- It is prohibited for the riders to go behind any of our horses' hind limbs/back legs.
- Each ride will only follow the agreed upon path and will not go into sensitive vegetation in the park.
- Tour guides and guest riders will be respectful of any park visitors and will not ride where beach goers are congregated on the shore or within the park.
- Please refrain from running around any of our horses; horses can be easily startled and may cause injury to themselves and/or others.
- For the safety of our horses, it is prohibited to feed any of our horses.

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY FOR “PALOMINO RANCH & TOURS”

I, _____, (hereafter, the “Participant” , which term includes the Participant’s parent or legally-appointed Guardian, if a minor), freely and voluntarily seek to participate in any or all programs, events and/or activities sanctioned, produced or sponsored by City of Miami Tourism. To include activities, programs and events will hereafter be referred to as the “Activities,” and Historic Virginia Key Beach Park and Palomino Ranch & Tours LLC, together with its sponsors, managers, property owners, officials, organizers and affiliates and their respective directors, officers, members, employees, agents, volunteers, representatives, and designated officials will collectively be referred to as “Event Sponsor.” In consideration of the Event Sponsor allowing Participants in the activities, now and in the future. Participant agrees to the following:

1. *Acknowledgement of Inherent Risk of Equine Activities/Assumption of Risks. Participant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are an integral part of equine activities, including but no limited to (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm or death to persons on or around the; (b) the unpredictability of the equine’s reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; € the potential of a Participant or other Participant To act in a negligent manner that may contribute to injury to the Participant, or others failing to maintain control over the equine or other animal may cause injury or harm to the rider or other persons or animals in the vicinity. Participant is not relying on Event Sponsor to list within this document all possible inherent risks of all participating in Any of the Activities at any location.*
2. *Waiver and Release of Liability. With full knowledge and appreciation of these and other inherent risks associated with equine activities and the Activies, Participants freely and voluntarily assumes the risks of the equine activities involved in any aspect of them. In this connection, Participant also Voluntarily agrees to waive*



any and all rights to sue and hereby releases the Event Sponsor from all liability, loss, claims or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by the Event Sponsor. This waiver and release form is effective even if the injury, death or damage to the person or property is caused by, or contributed to by, action or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither Participant nor Participant’s representative shall make any claim against, Palomino Ranch & Tours LLC, island of Virginia Key Beach/ Historic Virginia Key Beach Park, City of Miami, volunteers, representatives, designated officials, or others acting on their behalf of injury, loss, damage, or death of the Participant, to the Participant’s horse, or to the Participant’s personal property (regardless of ordinary negligence by the Palomino Ranch & Tours LLC or regardless of an alleged violation of an applicable equine activity liability law)

3. *Equine Liability Act. Should the activities take place in a state with a equine activity liability law, Participant acknowledges reading the applicable state warnings and/ or provisions set forth below.*

**** FLORIDA WARNING ****

4. *Miscellaneous. This document is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable laws, only that clause will be void but the remainder shall stay in full force and effect.*

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND THAT IT IS RELEASE OF CLAIMS AND THAT I AM ASSUMING RISKS INHERENT TO MY PARTICIPATION. AND I AGREE TO BE FULLY BOUND BY ITS TERMS.

_____ Full Name

_____ Date

_____ Signature

Passport/ID (required)

Customer info

Phone number: _____

Email: _____