

**TOBY'S LEGACY  
CRITTER CREEK SANCTUARY RANCH  
GUEST PARTICIPATION AGREEMENT**

3407 SW Bessey Creek Trail  
Palm City, FL 34990  
(772) 287-8572



**WARNING PURSUANT TO FLORIDA STATUTE 773.04(1)(b)**  
*Please read and be certain you understand the implications of signing*

**WARNING**

**UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR 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 READ THE ABOVE AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I  
HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND  
VOLUNTARILY WITHOUT INDUCEMENT:**

Signature of participant: \_\_\_\_\_

Please print name **LEGIBLY**: \_\_\_\_\_

Date: \_\_\_\_\_

**If Minors are accompanying an adult, Please List Name and age: Please print **LEGIBLY**:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

**ASSUMPTION OF ALL RISK/COVENANT NOT TO SUE/WAIVER,  
ACKNOWLEDGMENT AND RELEASE**

I \_\_\_\_\_, hereby acknowledge that I have requested to visit and participate in activities at the Toby's Legacy Critter Creek Ranch Foundation, Inc, 3407 SW Bessey Creek Trail, Palm City, Florida, 34990 (the "Premises"), and that I recognize and understand that the Premises is a very rural, rustic working ranch and as such, is a very dangerous place filled with native and unusual terrains, plants, animals and insects of every kind and that I could be seriously injured, or possibly killed, while engaging in various activities and interactions at the Premises.

I specifically acknowledge that being on the Premises and especially interacting with the wildlife and other animals thereon—is inherently dangerous and that I realize and appreciate the possibility of injury as a result of this danger, and, I am voluntarily and intentionally accepting this risk.

I further agree to hold harmless and to indemnify the Owners of the Premises and all of their successors, assigns, representatives, officers, shareholders, attorneys and agents from any and all claims, damages, actions and causes of action of any kind whatsoever, in law or in equity, which I or my representatives or legal entities now have, or may have in the future arising from my having been allowed onto the Premises in any respect.

In that regard, it is my specific intent that no claim of any person or entity through me, or any other claims of any person or entity against me shall ever cause any Toby's Legacy Critter Creek Ranch Foundation, Inc or the Owners of the Premises and all of their successors, assigns, representatives, officers, shareholders, attorneys and agents to incur any expenses whatsoever.

I also acknowledge that the owner/ operator of the Premises, the Trustee, has advised me that he carries no liability or other insurance that would provide me with any medical or other benefits in the event that I am injured while at the Premises or as a proximate result of being on the Premises.

I understand that if I am injured due to anything involving the Premises, it will be my own responsibility to pay for all medical expenses, costs, etc. relating to my injuries and Toby's Legacy Critter Creek Ranch Foundation, Inc, will NOT pay for any of my injuries or otherwise compensate me.

In return for being allowed come onto and remain at the Premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby forever release and discharge Toby's Legacy Critter Creek Ranch Foundation, Inc, and the Owners of the Premises, and all of their successors, assigns, representatives, officers, shareholders, attorneys and agents from any and all claims, damages, actions and causes of action of any kind whatsoever, in law or in equity, which I now have, or may have in the future related to any injuries I suffer which were or may have been caused by being at the Premises including, but not limited to, claims that Toby's Legacy Critter Creek Ranch Foundation, Inc and/or the Owners were negligent or grossly negligent in the maintenance of the Premises or inadequately warned of the dangers of being on the Premises.

I agree and promise not to sue the Toby's Legacy Critter Creek Ranch Foundation, Inc, Owners of the Premises, and all of their successors, assigns, representatives, officers, shareholders, attorneys and agents from any and all claims, damages, actions and causes of action of any kind whatsoever, in law or in equity, which I now have, or may have in the future arising from anything having to do with my coming onto the Toby's Legacy Critter Creek Ranch Foundation, Inc and participating in any activity — especially including interactions with the animals thereon.

I fully understand that by signing this Acknowledgment and Release, I am voluntarily waiving and releasing any claims I may have against the Toby's Legacy Critter Creek Ranch Foundation, Inc and the Owners of the Premises relating to any injuries I may suffer as a result of being on the Premises. I understand that this Release is effective and binding each time I may be allowed onto the Premises in the future-regardless of whether I actually sign this form again each time I visit. This Acknowledgment and Release is thus effective upon execution (i.e.—now!) and shall apply to each and every occasion I may enter upon the Premises whatsoever.

I understand and agree that this agreement is intended to be as broad and inclusive as permitted by law and that if any provision or portion is held to be invalid, contrary to law, void or otherwise unenforceable, that such portion does not void any other party of this Acknowledgment and Release and that the remaining provisions or portions shall continue and remain in full legal force and effort.

**I HAVE CAREFULLY READ THE FOREGOING AND UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THAT NO INDUCEMENT, ASSURANCE OR GUARANTEE HAS BEEN MADE TO ME IN CONSIDERATION OF MY SIGNING.**

**I FURTHER ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL RIGHTS INCLUDING THE RIGHT TO SUE TOBY'S LEGACY CRITTER CREEK RANCH FOUNDATION INC, THE TRUSTEE, AND ANYONE ELSE CONNECTED WITH THE OWNERSHIP OR OPERATION OF THE RANCH IN ANY WAY WHATSOEVER.**

**HOWEVER, SHOULD THERE BE ANY LITIGATION REGARDING THE FOREGOING AND/OR ARISING FROM MY BEING AT THE TOBY'S LEGACY CRITTER CREEK RANCH FOUNDATION, INC, THEN SUCH LITIGATION IS EXCLUSIVELY SITED IN MARTIN COUNTY FLORIDA AND I WILL BE RESPONSIBLE FOR PAYING ALL ATTORNEY'S FEES AND COSTS ASSOCIATED WITH SAID LITIGATION FOR ANY REASON WHATSOEVER BOTH FOR MYSELF AND ALL OTHER PARTIES THERETO.**

NAME: (PRINT) \_\_\_\_\_ AGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

I HEREBY REPRESENT AND WARRANT THAT I AM THE TOBY'S LEGACY CRITTER CREEK RANCH FOUNDATION INC GUEST NAMED ABOVE, OR THE PARENT AND LEGAL GUARDIAN OF THE MINOR WHOSE NAME AND SIGNATURE APPEAR ABOVE AND GRANT MY PERMISSION AND CONSENT TO SUCH GUEST OR MINOR.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

I AGREE TO ABIDE BY ALL INSTRUCTIONS AND PROPER CONDUCT AND DECORUM AS MAY BE GIVEN AND AS OTMRWISE APPROPRIATE WHILE AT THE CRITTER CREEK RANCH

INITIALS: \_\_\_\_\_

