



**BLACK PRONG**

## **Black Prong Adventures LLC**

### **Standard Terms and Conditions**

Effective September 15, 2024

The following Standard Terms and Conditions apply to each reservation for participation in an activity provided by Black Prong Adventures LLC ("Black Prong Adventures"), (an "Activity", "Activities") and govern the relationship between the individual booking the reservation and the individual engaging in Activities (the "Participant") and Black Prong Adventures as the provider of the Activities. Upon booking a reservation, whether online, by phone or in person, the Participant is deemed to have read, understood and accepted these Standard Terms and Conditions. Additionally, the Participant will be required to confirm agreement with the terms and conditions herein and to individually sign and have all members of the Participant's party to sign, a Participant Release, Waiver and Assumption of Risk either electronically during the booking process or upon arriving and prior to participating in any Activities.

**Access to the Property:** Activities may take place at the Black Prong Equestrian Village, property owned by an affiliate of Black Prong Adventures, in and through the Goethe State Forest, or other locations Black Prong Adventures may designate (individually and together the "Property"). Participant is granted access to the Property for the purpose of engaging in Activities. Participant is only permitted to park in designated parking areas and must report directly to the main office on the Property, as applicable, upon arrival.

**General Participation:** Participation in Activities is entirely voluntary. By taking part in an Activity, Participant agrees to comply with these terms and conditions. Participant must adhere to the instructions and guidelines provided by the Black Prong Adventures and Property staff at all times. Certain Activities may have age, health, and/or skill prerequisites. Requirements for specific Activities are outlined in the Activity Requirements attached as Exhibit A and incorporated herein by reference. Participant is responsible for ensuring Participant meets these requirements before engaging in Activities.

**Safety and Conduct:** Participant is required to wear appropriate attire and use the necessary safety equipment as required for each Activity. Participant is expected to act in a manner that does not endanger Participant, other participants, the Property, or the horses, staff or property of Black Prong Adventures. In case of an emergency, Participant must follow the emergency procedures as instructed by the Black Prong Adventures or Property staff. While on the Property, Participant is required to follow all state and federal laws, all rules and policies of Black Prong Adventures, and all Property rules, policies, and instructions verbally communicated to Participant, at all times. Participant is responsible for ensuring all members, including children, in Participant's party follow all rules and policies, take appropriate safety precautions and use appropriate safety equipment while engaging in Activities. Participant agrees not to cause any nuisance or disruptions on the Property, and to be mindful and respect the right of enjoyment of others on the Property. Violations of this section may result in immediate cancellation of Participant's reservation, and removal from the Property, without refund. Black Prong Adventures reserves the right to deny participation to any Participant for any reason, to include refusal to follow rules or safety procedures, and appearing to be under the influence of alcohol, drugs, or other substances that may impair their ability to participate safely.

**Trail and Carriage Ride Cancellation Policy:** A full refund will be provided for cancellations received by 4 PM the day before the scheduled Activity. No refund will be provided if Participant cancels an Activity after 4 PM the day before the scheduled Activity. If Participant arrives more than 15 minutes after the scheduled pick up time for the activity, the reservation may be canceled without a refund. This includes last-minute decisions not to participate. No refunds will be provided for missing an Activity for any reason. In the event an Activity is cancelled by Black Prong Adventures due to inclement weather or other unsafe conditions, Participant may receive a full refund or reschedule the Activity for a later date without penalty.

**Oak Ridge Training Center and Pontoon Boat Tour Cancellation Policy:** Cancellations must be made at least 48 hours before your tour to receive a full refund. Cancellations after 48 hours will not be refunded. If Participant arrives more than 15 minutes after the scheduled pick up time for the activity, the reservation may be canceled without a refund. This includes last-minute decisions not to participate. No refunds will be provided for missing an Activity for any reason. In the event an Activity is cancelled by Black Prong Adventures due to inclement weather or other unsafe conditions, Participant may receive a full refund or reschedule the Activity for a later date without penalty.



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**Cocktail Masterclass Cancellation Policy:** Cancellations must be made at least 24 hours before your tour to receive a full refund. Cancellations after 48 hours will not be refunded. If Participant arrives more than 15 minutes after the scheduled pick up time for the activity, the reservation may be canceled without a refund. This includes last-minute decisions not to participate, and failure to present a valid form of ID showing Participant age of at least 21. No refunds will be provided for missing an Activity for any reason. In the event an Activity is cancelled by Black Prong Adventures due to inclement weather or other unsafe conditions, Participant may receive a full refund or reschedule the Activity for a later date without penalty.

**Email and Text Communications:** Black Prong Adventures will communicate with Participant in various ways, including by email and text message. Participant agrees that by providing Black Prong Adventures with Participant's email address and mobile phone number, Participant is expressly providing consent to receive both informational and promotional communications from Black Prong Adventures, and affiliated entities, by email and text message, and hereby waives any claims against Black Prong Adventures, or affiliated entities, regarding such communications.

**Liability for Property of Participant:** All of Participant's property of every kind or description which may at any time be on the Property, shall be maintained at Participant's own risk. Participant is responsible for keeping up with, caring for and insuring Participant's property. Neither Black Prong Adventures nor the Property owner is responsible for any damage to or loss of Participant's property, or the property of any member of Participant's party.

**Assumption of Risk; Limitation of Liability:** Participant acknowledges, understands and accepts that there are certain risks associated with Participant engaging in Activities, to include possible injury, death, and/or exposure to illness from infectious diseases, and Participant hereby voluntarily assumes those risks and holds the Property, Black Prong Adventures, its affiliates and their respective members, managers, officers, employees, representatives and agents, harmless for any injury or damage.

Under Florida law, an equine activity sponsor, equine professional, or any other person or legal entity is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. As a company involved in agritourism, Black Prong Adventures is not liable for injury or death of, or damage or loss to, a participant in an agritourism activity conducted by Black Prong Adventures at the Property as an agritourism location if such injury, death, damage, or loss results from the inherent risks of an agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for Participant to act in a negligent manner that may contribute to Participant's injury, death, damage, or loss. Participant assumes the risk of participating in agritourism activities on the Property.

In no event shall Black Prong Adventures or its affiliates be responsible for special, indirect, incidental, consequential, punitive, or exemplary damages arising from or in connection with Participant's involvement in Activities provided by Black Prong Adventures on the Property. Black Prong Adventure's total aggregate liability arising under this reservation shall not exceed the amount received from Participant for the reservation.

**Health and Medical Conditions:** Participant must disclose any relevant medical conditions or limitations to Black Prong Adventures staff prior to participating in Activities. Black Prong Adventures is not responsible for any health issues that may arise whether or not due to non-disclosure of medical conditions. Participant is engaging in the Activities at Participant's own risk. Black Prong Adventures is not liable for any injuries, illnesses, or accidents that occur during participation that are not due to the gross negligence of Black Prong Adventures.

**Indemnification:** Participant agrees to indemnify, defend and hold harmless Black Prong Adventures, its affiliates and their respective members, managers, officers, employees, representatives and agents, from any loss, damage, claim, cost or expense, including but not limited to reasonable attorneys' fees and expenses of litigation, resulting from Participant's participation in Activities provided by Black Prong Adventures, Participant's negligence, violation of applicable law, breach of Black Prong Adventures' policies, rules and regulations (posted, written or verbal) or of the terms and conditions stated herein, and/or any claim made or action brought by an employee, a customer, or a participant of Black Prong Adventures or the Property as a result of an accident or occurrence on the Property due to the negligent acts or omissions of the Participant. Participant has executed Black Prong Adventures' Participant Release, Waiver and Assumption of Risk form (the "Agreement") and understands the Agreement is incorporated into these Standard Terms and Conditions and applies to any and all of Participant's involvement in Activities provided by Black Prong Adventures.



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**Damage Caused by Participant:** Participant is responsible for any and all damage to the Property, or the horses, staff or property of Black Prong Adventures, caused directly or indirectly by the actions or inaction of Participant or any member of Participant's party, incurred during Participant's time at the Property or while engaging in Activities, whether or not resulting from a deliberate, negligent, or reckless act or omission.

**Photo and Publicity Release:** Participant hereby grants to Black Prong Adventures the irrevocable, perpetual right and permission to use Participant's name, portrait, photograph, image, appearance, voice, and likeness for Black Prong Adventures' business, commercial, advertising and/or trade purposes, to include, without limitation, inclusion on Black Prong Adventures and affiliates' website and social media platforms. Participant hereby waives any right of attribution and any right to payment or an accounting from Black Prong Adventures relating to this use and waives any right Participant may have for inspection or approval. Participant hereby releases Black Prong Adventures and its affiliates, and their members, managers, officers, employees, representatives and agents, from any claims Participant may have against Black Prong Adventures and its affiliates relating to Black Prong Adventures' use of Participant's name, portrait, photograph, image, voice, or likeness, whether arising before or after Participant's current reservation.

**Force Majeure:** Black Prong Adventures shall not be held responsible for and will not issue a refund for any reservations that are canceled, prevented, restricted or interfered with by circumstances beyond its reasonable control, including without limitation, earthquake, fire, flood, Act of God, hurricane, red tide, storms, wars, civil or military disturbances, environmental hazards, epidemic, pandemic, extended power outages, mandatory evacuation orders, or any other cause whatsoever beyond the reasonable control of Black Prong Adventures. In the event Participant attempts to cancel Participant's reservation, or in any way alter Participant's reservation as a result of any of the foregoing, Participant will be subject to the Black Prong Adventures' Cancellation Policy as detailed herein.

**Violations:** Violations of the terms and conditions outlined herein may result in immediate cancellation of Participant's reservation, and removal from the Property, without refund. Black Prong Adventures shall further pursue remedies for violations of these Standard Terms and Conditions, in its sole discretion, by any means provided for herein and by law. Failure of Black Prong Adventures to enforce any obligations contained herein shall not be construed as a waiver of or release from the obligation nor shall it bar Black Prong Adventures from pursuing remedies for violations of the same or similar obligations in the future.

**Modifications:** Black Prong Adventures may modify these Standard Terms and Conditions at any time in its sole discretion. The Standard Terms and Conditions are included by reference to the agreement applicable to Participant's reservation and shall be those in effect at the time of participation in the Activities and can be found at <https://blackprongadventures.com/safety-policies/>

**Entire Agreement; Governing Law:** The terms and conditions stipulated herein, to include exhibits and agreements incorporated by reference, contain the entire agreement of the parties and may only be changed by agreement in writing signed by the party against who enforcement of any waiver, change, modification, extension or discharge is sought, except with regard to those permitted under the Modifications section above. The terms and conditions agreed to herein shall be governed and enforced according to the laws of the State of Florida.

**I have read and agree to all terms and conditions as stated herein.**

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**Participant Signature**

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**Date**



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## **EXHIBIT A**

### **ACTIVITY REQUIREMENTS**

#### **TRAIL RIDING**

- ALL Participants must wear approved helmets and safety gear, including appropriate footwear and clothing, at all times while mounted.
- Black Prong Adventures will provide each Participant with a riding helmet free of charge for use while participating in the Activity.
- Participants may use their own riding helmet provided it is fitted properly and in good condition.
- Participants must be in good health, free of neck and back injuries, cannot be pregnant (The American College of Obstetricians and Gynecologists recommends avoiding horseback riding during pregnancy because it can increase the risk of falling or abdominal trauma. Hormonal changes can also loosen ligaments, making it harder to ride and increasing the risk of injury). Oxygen tanks are not permitted. Black Prong Adventures staff will have the final determination as to whether the Participant is fit for the Activity.
- Participants must meet the following height and weight requirements for the safety of the horses and riders:
  - The height minimum is 50 inches.
  - The weight maximum is 250 pounds.
- Double riding (two riders on one horse) is not permitted.
- All participants must have a signed Participant Release, Waiver and Assumption of Risk form on file before engaging with the horses. Parents must provide one for minor children.

#### **OAK RIDGE TOUR**

- All children under 18 must be accompanied by an adult. Parents must provide the car seat for small children.
- Participants must be in good health and able to stand for the duration of the tour.
- Pets are not permitted on this tour, service animals are permitted but may need to stay out of the barns.
- Any food or farm related allergies must be disclosed on the booking form.
- All participants must have a signed Participant Release, Waiver and Assumption of Risk form on file before the tour begins. Parents must provide one for minor children.

#### **BOAT TOURS**

- All children under 18 must be accompanied by an adult. Parents must provide the car seat for small children.
- Black Prong Adventures will provide each Participant with access to a personal flotation device for use while participating in the Activity.
- Children age 6 and under are required to wear the approved personal flotation device at all times while aboard the boat.
- Pets are not permitted on this tour, service animals are permitted.
- Any food allergies must be disclosed on the booking form.
- All participants must have a signed Participant Release, Waiver and Assumption of Risk form on file before the tour begins. Parents must provide one for minor children.

#### **COCKTAIL MASTERCLASS**

- Pets are not permitted inside the Whiskey Bar & Grill, service animals are permitted.
- All Participants must be over 21 years old and legally allowed to consume alcohol.
- Black Prong staff reserve the right to stop selling alcohol to a customer at any time.
- Any food allergies must be disclosed on the booking form.