



RIDER NAME: _____

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, Alexa Kapp OWNER OF PROPERTY, Alexa R. Kapp , and/or Horse of Course, LLC (“THIS STABLE”) and (“THE RELEASEES”).

I, _____ (and my minor child _____)

(hereinafter the “UNDERSIGNED”) reside at (Street Address) _____, in (City)

_____, (State, Zip) _____. In consideration

for allowing me (or my minor child) to handle and ride a horse on behalf of myself, my child or our personal representatives, heirs, spouses and assigns, **THE UNDERSIGNED HEREBY:**

1. Acknowledge that a horse or mule may engage in sudden and dangerous movements, without warning or any apparent cause, such as: buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person, saddles or bridles may loosen or break—all of which may cause a rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

2. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse, or being in close proximity to a horse, or on the premises of the stable, or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by RELEASEES.

4. RELEASE, DISCHARGE AND PROMISE NOT TO MAKE A CLAIM OR SUE the RELEASEES for any loss, damage, injury (including death) or cost to me or my child’s arising out of handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by RELEASEES.

5. Release the RELEASEES from any claim that such RELEASEES were negligent in connection with my or my child’s riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by the RELEASEES or being on the premises of THIS STABLE, which

resulted in loss, damage, injury or death.

6. INDEMNIFY, AND SAVE AND HOLD HARMLESS the REALEASEES from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of THIS STABLE or the failure to wear a protective helmet when riding a horse and/or use of saddles, bridles, equipment, and gear provided therewith from or contributed to by my or my child's negligence.

7. Agree to abide by and follow any instructions given or rules established by the RELEASEES or any of its employees, guides or wranglers with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of THIS STABLE or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.

8. Agrees that the UNDERSIGNED has read and understands the following language: **Warning - Under Texas Law (Chapter 87, Civil Practice and Remedies Code)**, a farm animal professional or farm owner or lessee is not liable for an injury to or the death of a participant in farm animal activities including an employee or independent contractor, resulting from the inherent risks of farm animal activities.

9. The UNDERSIGNED expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Texas and is intended to be as broad and inclusive as is permitted by Texas law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against THIS STABLE or its owners, trainers, agents, employees, guides or other associates for any injury or damage in breach of this contract, the UNDERSIGNED will pay all attorney's fees and costs incurred by the Stable in defending such an action.

11. IT IS REQUIRED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.

12. I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, THIS STABLE, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to RELEASEES allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

SIGNATURE

Date

Emergency Contact: _____ (Name) _____ (Phone)