

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

FOR INDIVIDUALS RIDING THEIR OWN ANIMALS ON NON-OWNED PREMISES

This form must be completed by and for each participant
RANCHO TEXCELENTE IXL, hereinafter know as "THIS STABLE"
13500 Paso Fino Road, Cat Spring, TX 78933

PLEASE READ CAREFULLY BEFORE SIGNING

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
 THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE.
 IT IS HEREBY AGREED TO AS FOLLOWS: THAT**

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE the following listed individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on THIS STABLE'S premises, and that RIDER will ride his/her own horse or one borrowed or leased by RIDER'S own arrangement, today and on future dates:

RIDER NAME	AGE (IF UNDER 21)
1.	

B. AGREEMENT SCOPE AND TERRITORY This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives: and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. Any dispute by the RIDER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

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C. ACTIVITY RISK CLASSIFICATION Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay in U. S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

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D. NATURE OF RIDING HORSES No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding/horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing direction or speed at will; shifting its weight from side to side, bucking, rearing, biting, kicking, or running from danger.

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E. RIDER RESPONSIBILITY Upon mounting a horse and taking up the reins the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.

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F. CONDITIONS OF NATURE THIS STABLE is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptile, which may walk, run, fly near, bite and/or sting a horse or person; and/or irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape.

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G. INSPECTION OF PREMISES RIDER has inspected THIS STABLE'S facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon THIS STABLE'S premises.

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H. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ And my policy number is _____. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages. My personal liability insurance company is _____ and my policy number is _____.

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I. PROTECTIVE HEADGEAR WARNING I have been fully warned and advised by THIS STABLE that the rider should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence.

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J. LIABILITY RELEASE In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to THIS STABLE'S ordinary negligence. I do further agree that except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.

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All Riders and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS
I/WE, the undersigned, have read and do understand the foregoing agreement, warnings, and assumption of risk and release agreement. I/WE further attest that all stated facts are true and accurate.

_____ for _____ DATE _____

SIGNATURE OF RIDER (Spouses must sign for themselves1) NAME (Please Print)

_____ for _____ DATE _____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1 NAME (Please Print)

_____ for _____ DATE _____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2 NAME (Please Print)

Addresss in full: _____ Home # _____

_____ Cell # _____

WARNING
UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM INHERENT RISKS OF EQUINE ACTIVITIES.

WARNING
PURSUANT TO THE PROVISION OF CHAPTER 75 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE THE OWNER OF THESE PREMISES BY GIVING PERMISSION TO ENTER UPON THESE AGRICULTURAL LANDS FOR RECREATION DOES NOT ASSURE THAT THE PREMISES ARE SAFE FOR THAT PRUPOSE NOR DOES SUCH OWNER OWE AND DUTY OF CARE GREATER THAN IS OWED TO A TRESPASSER.

OWNER