EQUINE ACTIVITY RELEASE AND HOLD HARMLESS AGREEMENT

1. I/we, __________________________, __________________________, __________________________ the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Betty Waldo and Southern Oaks Dressage Farm, LLC. (STABLE), understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability (ies).

2. I/we understand the potential dangers that I/we could incur in mounting, riding, walking, boarding, feeding and being near said horse(s); including, but not limited to, any interactions with other horses. Understanding those risks I/we hereby release STABLE, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that STABLE from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to handle, mount or ride a horse. I/we also understand that while on property, I am considered a participant in equine activities that can be hazardous.

3. I/we understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

4. I/we recognize and agree that I know which equine professional (s) I will be working with, and acknowledge that I agree said equine professional (s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback professional (s) from any continuing duty to monitor my equine activities.

5. I/we further voluntarily agree and warrant to Release and Hold Harmless this STABLE from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional’s (s’) negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting, riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails, arena, or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional’s directions relating to my riding or otherwise use and control, or lack thereof, of my horse or any other horse I am associated with.
NOTICE: Section 87.005, Article C, states:

6. 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 THE INHERENT RISKS OF EQUINE ACTIVITIES.

A) The propensity of an equine animal to behave in ways that may result in personal injury or death to a person on or around it.

B) The unpredictability of an equine animal’s reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal.

C) Certain land conditions and hazards, including surface and subsurface conditions;

D) A collision with another animal or an object; or

E) The potential of a participant to act in a negligent manner that may contribute to Injury to the participant or another, including failing to maintain control over the equine animal or not acting within the participant’s ability.

Date: __________________________

________________________________________________________________________

Please print names of the Boarder/Rider/Parent/Guardian/Trainer/Visitor/family members)

Signature of Person(s) voluntarily entering into this Release and Hold Harmless Agreement

If minor, name of minor, and person representing himself/herself to the lawful parent or guardian under this Release and Hold Harmless agreement

________________________________________________________________________

Signature(s) of those entering this agreement

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Betty J. Waldo, Southern Oaks Dressage Farm, LLC