

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT – Texas

READ CAREFULLY BEFORE SIGNING

I agree to this agreement with **DorLou Properties LLC - Guest Ranch Series** who is/are (*check one only*)
 an individual(s) a corporation or LLC (hereafter referred to as "**Stable**") as a condition for his/her/its/their allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Stable's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, farm, donkeys, animals, or livestock (hereafter referred to collectively as "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "**The Activities**" throughout this document.)

NAME (*Please print clearly*): _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESS: _____

PHONE: [Home] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____
Date of Birth: _____ Date of Birth: _____

All parts of this document apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this document.]

IT IS AGREED AS FOLLOWS:

1. **Risks.** I understand that anyone riding, driving, handling, working with, or even near an equine, at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, stomp, stampede, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people and other equines.

I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on the land where The Activities take place; and/or collisions with other equines, animals, or objects. ***I understand these risks and dangers that are inherent in farm animal, livestock, and equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this document. I am NOT relying on Stable to list all possible risks.***

2. **Consideration/Binding Effect.** I am signing this document in full consideration of the risks and for being allowed to engage in any or all of The Activities. I understand that although I am signing this document today, I intend for this document to be valid and binding now and at all times in the future when I engage in any or all of **The Activities** at any location.

INITIAL HERE:

3. WAIVER AND LIABILITY RELEASE:

As lawful consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards) agree to each of the following:

(a) Stable and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall not be liable for any losses, injuries, or damages that I (which includes the signer and signer's minor child/children or legal wards) may sustain as a result of engaging in any of The Activities at any time or at any location; and

(b) I/we fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence, a violation of a state Farm Animal or Livestock Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This document is intended to apply and be binding regardless of whether I/we am/are riding, driving, handling, or near equines. In accordance with Texas law, however, we are not releasing The Released Parties from loss, injury, or damage that is directly caused by gross negligence or willful and wanton misconduct on part of Stable or the Released Parties. It is my intention to release and hold harmless The Released Parties to the fullest extent under Texas law.

WARNING

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

WARNING

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

INITIAL HERE: **4. INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my/our participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by **Stable** or by others on its behalf.

5. ASTM/SEI Helmet/Headgear. I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. I am NOT relying on **Stable** to provide a helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. **If I choose to wear a helmet, if I choose not to wear a helmet, and the type of helmet I may wear are my decisions.**

6. Emergencies. Person(s) to Contact in Case of Emergency: Name:

Phone: _____ Relationship: _____

7. Texas law applies to this document, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This document can only be modified in writing and signed by me and DorLou Properties LLC - Guest Ranch Series (on behalf of **Stable**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

8. **ALSO, I REPRESENT (please check and initial each box below):**

- I AM AT OR OVER 18 YEARS OF AGE;
- I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT;
- I HAVE READ THIS ENTIRE DOCUMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;
- I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;
- BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/REN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND
- ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent):

_____ DATE : _____

PRINT NAME HERE: _____ DATE : _____

**ACCEPTED BY:
"STABLE" REPRESENTATIVE**

SIGNATURE: _____ DATE OF SIGNATURE: _____

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AMERICAN EQUESTRIAN ALLIANCE

INSURANCE SAFETY GROUP REQUIREMENTS

14. The guides must explain elementary riding safety, including how to control a runaway horse, and also check to ensure that the rider is physically and mentally fit to ride a horse.
15. If a rider drops anything from a horse, the guide should pick it up.

I/We hereby make application for association membership and activity sanctioning for the activities described above. I hereby agreed to abide by the American Equestrian Alliance safety group rules and regulation. I/We understand and agree that any misstatement of warranty or fact on this application shall be considered a violation of coverage afforded under any policy issued on the basis of this application. I/We understand and agree that this application shall form part of any policy issued or in effect.

I have read this document. I understand it is a promise and warranty to adhere to the safety guidelines above.

SIGNATURE

DATE