

ABSOLUTELY EQUINE LIABILITY RELEASE

AGREEMENT SCOPE, GOVERNING LAW AND DEFINITIONS: This agreement shall be legally binding upon me, the participant, and the parent and/or legal guardian's thereof (if minor), my heirs, estate, and assigns including all minor children and personal representatives. It shall be interpreted according to the laws of the State of Texas. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "Horse" herein shall refer to any equine animal as defined in Chapter 87 of the Texas Civil Practice and Remedies Code (TCPRC). Equine activity shall refer to riding, driving or otherwise handling horses, whether from the ground or mounted and any other equine activity as defined in TCPRC. The term "participant" shall herein refer to any person who rides a horse, or otherwise drives, handles, or comes near a horse and any participant as defined in TCPRC. The terms "I", "me", "my" shall herein refer to the participant and the parents or legal guardians thereof if a minor. The term "AbsolutelyEquine," shall herein refer to Amy Yachimski doing business as AbsolutelyEquine, its owners, premises, employees, contract workers and other agents.

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

LIABILITY RELEASE & INDEMNIFICATION: In consideration of allowing my participation in any equine activity with Amy Yachimski and AbsolutelyEquine:

1. I, the Participant, and the legal parent or guardian thereof if minor, expressly acknowledge and agree that equine activities are very dangerous and involve risk of serious injury and/or death and/or property damage.
2. I, for myself, my heirs, successors, executors and agents, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS AMY YACHIMSKI AND ABSOLUTELYEQUINE**, its owners, agents, contract workers and employees, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and **NEGLIGENCE** of any kind or nature, whether foreseen or unforeseen, arising directly from or indirectly out of any damage, loss, injury, paralysis or death to me or my property as a result of my presence at or participation in any activities at or during transport to or from AbsolutelyEquine, whether such damage, loss, injury, paralysis or death results from negligence of Amy Yachimski and AbsolutelyEquine, or its owners, agents, and employees, or from some other cause. I **AGREE** that neither I, nor anyone acting on my behalf, will make a claim against, sue or otherwise maintain action of any kind against Amy Yachimski and AbsolutelyEquine as a result of any injury, paralysis or death to me, or damage to my property.

SIGNER STATEMENT OF AWARENESS

I, THE PARTICIPANT, AND THE PARENT OR LEGAL GUARDIAN THEREOF, IF MINOR, HAVE READ AND UNDERSTAND THE FOREGOING WARNINGS, THE LIABILITY RELEASE AND ASSUMPTION OF RISK AND VOLUNTARILY SIGN THIS AGREEMENT.

Signature of Participant

Date

Signature of Parent or Guardian

Date

Please Print Clearly:

STUDENT'S NAME: _____ DATE OF BIRTH: _____

Address: _____ Telephone: _____

_____ Alt. Telephone: _____

_____ Email address: _____

If under Age 18:

NAME OF PARENT OR GUARDIAN: _____

Address: _____ Telephone: _____

_____ Alt. Telephone: _____

_____ Email address: _____

EMERGENCY CONTACTS:

Name: _____ Telephone: _____

Relationship to Participant: _____

Name: _____ Telephone: _____

Relationship to Participant: _____

Waiver of Liability and Hold Harmless Agreement

1. In consideration for receiving permission to participate in horseback riding activities, including but not limited to general pleasure riding or other related activities, I hereby release, waive, discharge and covenant not to sue Douglas E. or Traci L. Smith or their representatives (hereinafter referred to as releases) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injuring, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releases, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with Equine activities, including but not limited to bodily injury, including loss of life, loss of limb/extremities, head injury, broken bones to myself and my animal and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of releases or otherwise.
3. I further hereby agree to indemnify and hold harmless the releases from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of releases or otherwise.
4. I understand that Douglas E. and Traci L. Smith, though they do maintain an insurance policy covering a limited amount of coverage for certain circumstances arising from my participation in this activity, I am aware that I should review my personal insurance portfolio for lapses of coverage.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named releases. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
6. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least (18) years of age and fully competent; and I execute this release for full, adequate, and complete consideration fully intending to be bound by same.

Participant Name(s): _____

Address: _____

Telephone: _____ Email: _____

In witness whereof, I have hereunto set my hand and seal on this _____ day of _____, 20____.

Witness

Participant or Parent / Guardian