

Harvester Hill Equestrian

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

Name: _____

Address: _____

Telephone: _____

Emergency Contact: _____ **Phone:** _____

I hereby enter into this agreement in consideration of my ability and permission to ride OR use any facilities owned by Heather Burman, Rick Burman, or Harvester Hill Equestrian, whose address is 24625 Glass Rd, Hockley, Texas 77447.

IMPORTANT NOTICE: 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, ARISING OUT OF YOUR RIDING AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT HARVESTER HILL EQUESTRIAN, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE, INCLUDING ANY CLAIMS OF ANY NATURE OR KIND ARISING OUT OF THE NEGLIGENCE OF Heather Burman, Rick Burman, or Harvester Hill Equestrian, AND ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS OR REPRESENTATIVES ("Releasees"). READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I am fully capable of participating in these activities without restriction or limitation.

Initial _____

I understand that all riders must wear ASTM/SEI approved protective headgear (defined as headgear that passes the requirements of the United States Equestrian Federation) whenever mounted, and must wear ASTM/SEI approved body protectors when jumping cross-country obstacles. I understand that the cross-country jumps and obstacles at Harvester Hill Equestrian do not necessarily meet competition standards and are not staked down or secured in place. I understand that it is my own responsibility to check for hazards at all obstacles before jumping.

Initial _____

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.

I recognize the inherent risks of engaging in domestic animal activities include, but shall not be limited to:

1. the propensity of a farm animal or livestock animal to behave in ways that may result in personal injury or death to a person on or around it; e.g, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, or other that may result in an injury, harm or death to persons on or around them;
2. the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and

unfamiliar objects, persons or other animals;

3. certain hazards such as surface and subsurface conditions;

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4. collisions with another animal or object;
5. the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability;
6. Scratches or other injury from stalls or enclosures, grooming tools and other equine equipment and tack;
7. Allergic reactions to animals, hay, or other allergens; or
8. Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

Initial _____

Nothing in this instrument shall be deemed to limit or restrict in any way the limitation of liability granted to the Releasees pursuant to Texas Civil Practice & Remedies Code §§ 87.001 through 87-005, or otherwise under the law. I hereby specifically forever waive, release and discharge the Releasees from any liability for injury or death arising out of my participation in any activities associated with the Harvester Hill facilities, including without limitation those arising from the inherent risks from riding, working or participating in a stable or arena environment and/or with horses or other domestic animal activities, as well as from any and all claims or causes of action for injury or death arising from the negligence of any Releasee or arising under any statute or at law, including strict liability.

Initial _____

By signing this agreement, I hereby acknowledge that although there may at times be supervision during my time spent at Harvester Hill Equestrian facilities, I am responsible for my own activities and there will not be a nurse on the premises and Releasees bear no responsibility for my health or medical care. I agree to indemnify, save and hold harmless Releasees from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at Harvester Hill Equestrian or any acts or omissions of Releasees, including without limitation, all attorney fees and expenses incurred by Releasees in the event any action is brought against Releasees arising out of or in any way connected with either my presence or participation in any activities at Harvester Hill Equestrian.

I further agree that this Agreement is a complete bar to any legal action against Releasees by or on behalf of myself or my heirs or representatives arising out of any of the matters or activities mentioned herein, and in the event any such action is instituted by me or on my behalf, this instrument may be used as a complete bar to recovery in such action. The releases, waivers, indemnities, agreements and other provisions of this instrument apply to any and all access and use of the Premises on or after the date of execution of this document and shall not be limited to one event or a specific period of time.

I agree that if any portion of this document is held invalid, the balance shall continue in full force and effect. If I am present at and participate in the activities of Harvester Hill Equestrian, I do so at my own risk, and I hereby acknowledge and agree that Releasees shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at Harvester Hill Equestrian.

By signing this Agreement, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at Harvester Hill Equestrian without restriction, and without liability to Releasees, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

Name: _____ **Date:** _____

Participant's Signature: _____