

Nikki Jeans Happy Horse Ranch

Nicole Hale

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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE, IT'S OWNER, EMPLOYEES AND AGENTS ("THE Releases").

I, _____ on behalf of myself, and all parties listed below,
reside at _____, in _____, _____, _____
(Street address) (City) (State) (Zip)

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.

The Texas Equine Activity Liability Act broadened the law's immunity to include "farm animals" not merely horses. The Act defines a "farm animal" as an "equine, bovine, sheep or goat, pig, hog, ratite including ostrich, rhea, or emu, and chickens or fowl."

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns,

I HERBY: Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person; saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse, and use of saddles, bridles, equipment and gear provided to be by the Releases.

Release, discharge and promise not to sue the Releases for any loss, damage, injury (including death) or cost to my or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Releases.

Release the Releases from any claim that such Releases were negligent in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles or bridges, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or both. Indemnify, and save and hold harmless the Releases from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's

handling or riding the horse and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.

Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Texas and is intended to be as broad and inclusive as is permitted by Texas law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, that balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releases for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Releases in defending such an action. **I have read this document. I understand it is a promise not to sue and to release the stable, its owners, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releases allowing me or my child to ride or handle a horse. I have concluded that the risk involved, and the release and waiver or liability is worth the pleasure of horseback riding experience. The venue for any dispute arising out of this instrument shall be in Nueces County, Texas.**

List each rider individually. Signature of Adult riders or guardians required. DATE:
