**RIDER'S LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT**

Rider is going to be taking part in horseback riding and other equestrian activities with 88 Morning Ranch, Inc. A Texas Nonprofit Corporation dba Morning Star Ranch, (the “**Company**”) located on property (the “**Ranch**") owned by Travis Bickham (with Company referred to as the “**Ranch Owner**”). As part of the consideration for being granted the right to come upon the Ranch, Rider hereby agrees as follows:

1. Rider acknowledges that farm and ranch animals, including horses, may, without warning or any apparent cause, buck, stumble, 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 to the Rider or any person within close proximity of such farm or ranch animals. Rider further acknowledges that it may be involved in other activities upon the Ranch including but not limited to nature walks, petting zoos, ranch work and that pose hazards and risks and Rider accepts and assumes all dangers, risks and hazards on the Ranch.
2. RIDER ACKNOWLEDGES THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
3. Rider voluntarily assumes the risk and danger of injury or death inherent in (1) the handling or riding of the horse; (2) being in close proximity to a horse or farm animal; (3) being on the Ranch; (4) failure to wear a protective helmet when riding a horse; and (5) the use of saddles, bridles, equipment and gear provided by the Company or Ranch Owner.
4. RIDER SAFETY IS OUR PRIMARY CONCERN. Ranch Owner expects Rider to follow all directions and safety procedures communicated to Rider or posted at the Ranch. Horseback riding can be physically demanding. Rider is expected to know their physical limitations and disclose any medical conditions or physical limitations to Ranch Owner prior to participating in any activities on the Ranch.
5. RIDER ACKNOWLEDGES THE DANGERS, RISKS AND HAZARDS INHERENT ON RANCH PROPERTY. This liability release is sufficient warning of dangerous conditions, risks, and hazards including but not limited to: poisonous snakes, insects and spiders, erosion and general condition of the land, both on and off roadways, creating rough, hazardous, and dangerous driving and walking conditions; animals both wild and domestic that may be bite, kick, be diseased and/or otherwise potentially dangerous; water; and the use of vehicles. Rider hereby states Rider expressly assumes all such dangers, risks and hazards.
6. RIDER ACKNOWLEDGES THAT ALL RIDERS ARE REQUIRED TO WEAR AN ASTM/SEI CERTIFIED PROTECTIVE HELMET. RIDER FURTHER ACKNOWLEDGES THAT SAID HELMET IS NOT GUARENTEED TO BE EFFECTIVE AND MAY FAIL IN THE EVENT OF AN ACCIDENT.
7. Rider acknowledges that neither Ranch Owner nor the Company provides health, accident, or liability insurance to Rider and that Rider will be solely responsible for costs for medical treatment of any injury that may result in connection with any equine-related activity.
8. NO ALCOHOL OR DRUG CONSUMPTION is allowed on the Ranch.
9. RIDER AGREES TO INDEMNIFY AND HOLD RANCH OWNER HARMLESS AGAINST ALL LAWSUITS, LOSSES, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND LIABILITIES, OF EVERY KIND AND CHARACTER, including reasonable attorneys' fees for the defense thereof, arising from Rider's activities on or around the Ranch at any time, EVEN IF the claim, demand, damage, cost or expense is CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF RANCH OWNER. The indemnities contained in this agreement shall be paid within thirty (30) days of written request from Ranch Owner to Rider. Rider also agrees to pay reasonable attorneys’ fees incurred by Ranch Owner in defending any claim and to advance, within thirty (30) days of written request by Ranch Owner, any fees, costs, and retainer, directly to Ranch Owner’s attorney.
10. RIDER FURTHER RELEASES RANCH OWNER FROM ALL LIABILITY Ranch Owner may otherwise owe to Rider, Rider’s heirs, survivors, beneficiaries, or assigns FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that Rider suffers while on the Ranch at any time. This release applies to all injuries or damages which may be suffered by Rider, Rider’s heirs, survivors, beneficiaries, or assigns, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF RANCH OWNER. This liability release also applies to claims and causes of action for injuries to or the death of any of Rider's family members.
11. The term “Ranch Owner” used in this agreement covers and includes 88 Morning Ranch, Inc. and its agents, and employees, Travis Bickham and her family members, heirs, devisees, and beneficiaries, as well as any other persons or entities for whom 88 Morning Ranch, Inc. is acting as an agent, and any other person or entity owning any interest in the Ranch.
12. Rider has read this document and understands it to be a compromise and settlement and release of all claims, known or unknown, present or future, that the Rider has or may have against the Ranch Owner. Rider is signing it freely and voluntarily.
13. This Release shall be binding upon the Rider and their respective heirs, successors, legal representatives, and assigns.

Rider represents and warrants the following:

* I AM 18 YEARS OF AGE OR OLDER OR I AM AT LEAST 18 YEARS OF AGE OR OLDER AND THE LEGALGUARDIAN OF THE RIDER ;
* I AM OF SOUND MIND AND NOT UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;
* I HAVE READ THIS ENTIRE AGREEMENT;
* I FULLY UNDERSTAND THIS AGREEMENT;
* I AM AWARE THIS AGREEMENT IS LEGALLY BINDING AND THAT BY SIGNING IT I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES;
* I INTEND FOR THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND
* THE INFORMATION I HAVE PROVIDED IN THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT IS TRUE AND ACCURATE.

**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.**

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RIDER ADDRESS

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RIDER’S PARENT/GUARDIAN ADDRESS

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**PHOTO AND VIDEO RELEASE**

Rider irrevocably grants full permission for the Company or Ranch Owner or others affiliated with and authorized by the Company or Ranch Owner, to use and publish any photographs, videotapes, or electronic recordings taken of Rider, even if such use and publication is for commercial or promotional purposes.

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RIDER’S PARENT/GUARDIAN

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**EMERGENCY CONTACT**

In case of emergencies, the Rider requests the Ranch Owner to contact the following person:

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