WELCOME TO PINE MEADOW FARM

**WARNING CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.**

**Under Texas Law, an equine activity sponsor or equine professional is not liable for any injury to, or death of a participant in equine activities resulting from the inherent risks of equine activities. Chapter 87, Civil Practice and Remedies Code. This is not a spectator area. All persons in this area will be regarded as a “participant” within the meaning of the above-mentioned Texas Statute. Additionally, all activities in this area shall be regarded as “equine activities within the above-mentioned Texas Statute**

As used herein, the terms “I” or “undersigned” shall include the Participant listed below, his or her Parent/Guardian, if the Participant is a minor and the Participant’s executors, personal representatives, administrators, heirs, beneficiaries, next of kin, successors, and assigns. The terms “Equine Facility”, and “Equine Professional” shall collectively include Celeste O. Brown, Timothy Brown, & Pine Meadow Farms DBA, and their owners, managers, employees, agents, representatives, successors, and other related parties.

ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any activity involving horses involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head, or neck injuries), sickness and disease(including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property(including my mount & equipment) arising out of the unpredictable behavior of horses; exporter to extreme conditions and circumstances; accidents involving other participants, staff, or spectators; contact or collision with other participants and horses, natural or man made objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets): inadequate safety measures’ participants of varying skill levels; situations beyond the immediate control of the Equine Facility and Equine Professional; and other undefined, not readily foreseeable and presently unknown risks & dangers. I further understand that horse may be startled by sudden movement, noise or other factors, and may shy suddenly, bolt, rear, stop short, bite, buck, kick or turn with its rider, especially when the ride is conducted through a natural setting or training session (all of the above are herein defined as “Risks”).

 **ASSUMPTION OF RISK**: I represent and certify that I am a skilled and experienced rider or horse person, and I am fully aware of all of the inherent dangers associated with horses and equine events. **I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of other participating at the Equine Facility, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation or presence at the Equine Facility.** I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at the Equine Facility.

 WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my presence at or participation in any activity at the Equine Facility, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Celeste O. Brown, Timothy Brown, & Pine Meadow Farms DBA, and their owners, managers, employees, agents, representatives, successors, shareholders, personal, other related parties, and if injured by a horse, the horse owner. (Individually and Collectively, the “Released Parties”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my presence or participation at the Equine Facility, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

 CONFIDENTIALITY AND NON-DISPARAGEMENT. Other than to make a report to the Bell County Sheriff’s Department or other state or federal government agency, I agree not to disclose to any third party the condition or veterinary care or treatment of anyone else’s horse that is located at the Equine Facility shall be confidential and not disclosed to any third party. In addition, I agree not to criticize or disparage the Equine Facility or any other client, trainer, or horse at the Equine Facility to any third party, in public, on social media, or any other public forum. In addition, I agree not to disclose or publish photographs or videos of the Equine Facility, any trainers or other clients at the Equine Facility, or any horses located at the Equine Facility to any third party, including social media, newspapers, magazines, blogs, or other forms of publications. It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if I fail to comply with the obligations herein imposed and that in the event of any such failure, an aggrieved person will be irreparably damaged and will not have an adequate remedy at law. Any such person shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or equity) to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

 COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

 **I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, CONFIDENTIALITY, NON-DISPARAGEMENT, AS WELL AS HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.**

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature: (Required if participant is a minor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_

Print Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Contact Phone No.\_\_\_\_\_\_\_\_