

**ASSUMPTION OF RISK, WAIVER OF LIABILITY,
INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE**

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.

A. ASSUMPTION OF INHERENT RISKS

I understand and agree that injuries may be caused by falls from horses; unpredictable weather changes; the propensity of horses to behave in ways that may result in injury, harm, or death to those around them; the unpredictability of horses' reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; surface or subsurface conditions; collisions with other animals or objects; steep or uneven terrain; actions of the rider or other riders; failure of tack or other equipment; and errors in judgment of the trainer, teacher, farm manager, or other persons.

I understand and agree that it is impossible to list all of the inherent risks of riding and working with horses. Minor injuries such as scratches, muscle soreness, bruises, and sprains are frequent occurrences. More serious injuries such as broken bones, concussions, cuts, and bites occasionally occur. Rare catastrophic events such as heart attack, stroke, paralysis, serious internal or head injuries, and death can occur. In addition, these injuries may occur in locations far from emergency medical care.

I understand that the inherent risks of riding or working with horses are serious, and that riding and working with horses are dangerous activities, regardless of the care taken by Williams Equestrian Center LLC and its directors, officers, employees, agents, and volunteers. I have read the previous paragraphs and 1) I understand the dangerous nature of riding or working with horses; 2) I understand the demands of these activities relative to my physical condition and riding skill level, and 3) I appreciate the potential impact of the types of injuries that may result from riding or working with horses. I hereby assert that my participation at Williams Equestrian Center LLC is voluntary, and that I knowingly assume all of the inherent risks of riding and working with horses.

B. WAIVER OF LIABILITY

In consideration of permission to participate in riding or working with horses, today and on all future dates, I, on behalf of myself, my spouse, my heirs, personal representatives, or assigns, do hereby release, waive, and discharge Williams Equestrian Center LLC and its directors, officers, employees, agents, and volunteers, from all claims of liability, including but not limited to those arising from the inherent risks of riding or working with horses, claims invoking or listed as exceptions to the Texas Farm Animal Liability Act, Chapter 87, Texas Civil Practice & Remedies Code, and the ordinary negligence of Williams Equestrian Center LLC or its directors, officers, employees, agents, and volunteers.

This agreement applies to 1) personal injury, including death, arising from riding or working with horses while on any premises of Williams Equestrian Center LLC, including but not limited to the

arena, stable, paddocks, pasture, bleachers, walkways, trails, and parking area, and to 2) any and all claims resulting from the damage to or destruction of property.

C. INDEMNIFICATION

I also agree to hold harmless, defend, and indemnify Williams Equestrian Center LLC and its directors, officers, employees, agents, and volunteers (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) from any and all claims arising from any injury or loss due to my riding or working with horses, including but not limited to those arising from the inherent risks of riding or working with horses, claims invoking or listed as exceptions to the Texas Farm Animal Liability Act, Chapter 87, Texas Civil Practice & Remedies Code, or the ordinary negligence of Williams Equestrian Center LLC, or their respective directors, officers, employees, agents, and volunteers.

I further agree to hold harmless, defend, and indemnify Williams Equestrian Center LLC and its directors, officers, employees, agents, and volunteers (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising in connection with my riding or working with horses.

D. COVENANT NOT TO SUE

1) I hereby agree not to sue Williams Equestrian Center LLC, or their respective directors, officers, employees, agents, or volunteers, for any present or future claim arising directly or indirectly from my current or future riding or working with horses at Williams Equestrian Center LLC. This includes, but is not limited to, claims resulting from the inherent risks of riding or working with horses, claims invoking or listed as exceptions to the Texas Farm Animal Liability Act, Chapter 87, Texas Civil Practice & Remedies Code, and the ordinary negligence of Williams Equestrian Center LLC, or their respective directors, officers, employees, agents, or volunteers.

2) I agree to engage in good faith efforts to mediate any dispute or claim that might arise in connection with my riding or working with horses at Williams Equestrian Center LLC. Should the issue not be resolved by mediation, I agree that any claim will be submitted to binding arbitration in Midland County, Texas.

3) Likewise, I agree that if, in spite of this contract, legal action is brought regarding a claim, such legal action must be adjudicated under the laws of the State of Texas, and the venue of such action must be in a District Court housed in Midland County, Texas.

E. AUTHORIZATIONS, ASSERTIONS, AND AGREEMENTS

1) **Health Status** - I assert that I:

- Have: ___ asthma ___ diabetes ___ anaphylaxis (allergies) ___ epilepsy ___ heart disease ___ high blood pressure, (check all that apply) but I assert I am not under doctor restriction from riding or working with horses.

- Have no other medical problems that would contra-indicate riding or working with horses.
- Possess sufficient physical fitness and skill to enable safe riding or working with horses.

2) **Emergency Care** - I authorize and agree:

- Williams Equestrian Center LLC or its employees, agents, or volunteers, to administer emergency first aid, CPR, and use an automated external defibrillator (“AED”) when deemed necessary by Williams Equestrian Center LLC or its employees, agents, or volunteers.
- Williams Equestrian Center LLC or employees, agents, or volunteers, to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Williams Equestrian Center LLC or its employees, agents, or volunteers.
- Williams Equestrian Center LLC or its employees, agents, or volunteers, to share my medical history with emergency medical personnel when deemed necessary by Williams Equestrian Center LLC or its employees, agents, or volunteers.
- To assume all costs of emergency medical care and transportation incurred on my behalf.

3) **Rules & Safety Equipment** - I agree:

- To abide by the rules established by Williams Equestrian Center LLC.
- To inform Williams Equestrian Center LLC immediately if I become aware of rider conduct or equipment condition that presents a danger to others or me.
- That I understand the importance of and agree to wear any required helmet or other protective equipment at all times while riding.
- That Williams Equestrian Center LLC may find it necessary to terminate my participation if a supervisor determines that I am incapable of safely meeting the rigors of the activities.

4) I also expressly agree that this entire Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5) I also understand that this Agreement supersedes any and all previous oral or written promises or agreements.

F. ACKNOWLEDGMENT OF UNDERSTANDING

I have read this four (4) page Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant not to Sue, and fully understand its terms. I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability of Williams Equestrian Center LLC and its directors, officers, employees, agents, or volunteers, to the greatest extent allowed by the laws of the State of Texas.

Signature of Participant

Date

Participant's Printed Name