



ACKNOWLEDGMENT OF RISK RELEASE AND HOLD HARMLESS AGREEMENT UNDER TEXAS LAW

(Chapter 87, Civil Practice and Remedies Code)

AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES

Please Print Clearly:

Participant Name: _____

Address: _____

City, State, Zip: _____

e-mail: _____

Date of Birth: ____/____/____ Phone # : _____

I, the participant, acknowledge the risk involved in riding and working around horses, and other animals, which may include bodily injury from using, riding, training, or being in close proximity to them. **I agree to assume ANY and ALL RISKS**, including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, the unavailability of medical care, or the negligence or deliberate act of another individual.

I understand that horseback riding is a **RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY**, whether in an arena or out on a trail. And I understand that spending time with horses in equine therapy or petting and grooming can also be dangerous due to this type of animal with an extremely sensitive need to flee or protect themselves if necessary.

I understand that no horse is completely safe, and Sunny Creek Ranch makes no representations or guarantee regarding the safety, training, or suitability of any horse. A horse may divert from its training and act according to its natural survival instincts **at any moment**, and may abruptly change directions, speed up, trip, fall, stop short, shift its weight, buck, roll, rear, kick, bite, spook, or run from what it perceives to be a danger if it is frightened or provoked or for no reason whatsoever.

If riding, I understand that the saddle or girth may loosen during a ride and that I am responsible for alerting the instructor/volunteer to help me tighten it to prevent slipping. I will wear a protective helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard 1163 Equestrian Helmet requirements. Wearing such a helmet may reduce the severity of some head related injuries and may prevent serious injury or death as a result of a fall or other occurrence. I agree to bring my own helmet or to use one provided by

Sunny Creek Ranch. Participants should wear closed toed, firmly constructed, smooth-full-soled boots or shoes that cover the ankle to provide protection for feet in the event a horse steps on a foot.

I understand that I [or my estate] am solely responsible for any emergency or ongoing medical treatment that may be required due to an injury that occurs while I am participating in these equine or other activities on the property. I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. My accident/medical insurance company is _____, which I give Sunny Creek Ranch permission to give to the health care providers if I am unable to do so.

I hereby agree to hold harmless and indemnify Sunny Creek Ranch, its Board of Directors, The Novak Family [land owners], NollJen, LLC., volunteers, paid and unpaid staff and our Equine Therapy Team, from any and all liability and responsibility, damage, injury, or illness to the undersigned or to any family member or spectator accompanying the undersigned onto the entire property.

As an equine activity participant at Sunny Creek Ranch:

_____ I am brand new around horses.

_____ I have been on or around horses a few times.

_____ I am experienced at riding and spending time around horses.

Emergency Contact: _____

Initial if YES:

_____ I agree to follow the "Barn Rules" of Sunny Creek Ranch that are posted at the hay shed.

_____ I give Sunny Creek Ranch permission to use any photo/video of me for their use.

_____ I understand there might be other animals besides horses on the grounds, to include birds, dogs, and cats. I agree to assume any and all risks being around them and petting them.

_____ I understand if I am bringing a minor [child under the age of 18] I am 100% responsible for their safety and supervision.

I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE AND ACCEPT THIS WAIVER AND RELEASE.

I also understand that Sunny Creek Ranch Equine Services provides Equine Assisted Psychotherapy (EAP) on their premises. Any form of intervention and therapy underlies **strict rules of confidentiality**. By signing, I agree to never share anything that I might see or hear about other clients or treatment team in any written, verbal, photographic or video form.

Date: ____/____/____

Printed Name: _____

Signature: _____

Parent/Guardian if child is under the age of 18: _____

If you have any questions about this form, please consult with your attorney prior to participating in equine services at Sunny Creek Ranch.