



**Equineimity LLC**  
1981 Cr 326 Giddings Tx 78942  
979.551.2371  
[Annie@Equineimitytx.com](mailto:Annie@Equineimitytx.com)

**EQUINE RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT:  
PLEASE READ CAREFULLY**

**IMPORTANT NOTICE**

**BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE(S) AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT 1981 CR 326 GIDDINGS TEXAS 78942 INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE INCLUDING ANY CLAIMS OF ANY NATURE OR KIND ARISING OUT OF THE NEGLIGENCE OF EQUINEIMITY LLC, HEART BAR A LIVESTOCK & SERVICES LLC and/or ANN MARIE "ANNIE" BOLOGNINO, THE PREMISES AND ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS OR REPRESENTATIVES ("Releasees").**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

As used herein the following terms are defined as follows:

"Stable" – shall mean Equineimity, LLC, a Texas limited liability company, its members and representatives

"Annie Bolognino" – shall mean Annie Bolognino her heirs or assigns.

"Equine Professionals" – shall mean Annie Bolognino and/or any and all Instructors (full or part-time) which provide lessons or instructions through the Stable

"Horse Owner" – shall mean the owner of any horse

"Horse" – shall mean all horses used by or on the Stable whether owned by the Stable, leased or borrowed

"Premises" – shall mean the property located at 1981 County Road 326 Giddings Tx 78942 and any adjoining leased property.

"Participant" shall include the Participant, his/her heirs, assigns and legal representatives and shall include the Participant and his/her parents if Participant is minor

This LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Stable, Annie Bolognino, Equine Professionals, Horse Owner (collectively referred to as "Releasees") and

\_\_\_\_\_ ("Participant"/CHILD NAME) and, if Participant is a minor,

Participant's **parent or guardian** \_\_\_\_\_ ("Participant" GUARDIAN NAME) in consideration of the use of the Premises and the services of Equine Professionals and Annie Bolognino and/or the use of the Horse(s) hereby expressly agrees to the following:

1. Participant or Guardian, as the case may be, is responsible for full and complete insurance coverage of all types on his/her horse, leased horse and/or lesson horse, personal property and himself/herself.

(Initial) \_\_\_\_\_

2. Participant or Guardian, as the case may be, understands that there are INHERENT RISKS in and around equine activities, including but not limited to:

- The propensity of a farm animal or livestock animal to behave in ways that may result in personal injury or death to a person on or around it; e.g, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, or other that may result in an injury, harm or death to persons on or around them;
- The unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
- Certain hazards such as surface and subsurface conditions;
- Collisions with another animal or object;
- The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability;
- Scratches or other injury from stalls or enclosures, grooming tools and other equine equipment and tack;
- Allergic reactions to animals, hay, or other allergens; or
- Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazard.

(Initial) \_\_\_\_\_

3. PARTICIPANT OR GUARDIAN, AS THE CASE MAY BE, EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON THE PREMISES, including but not limited to: the risks of death, bodily injury and property damage that may be caused by but not limited to the following: falls, kicks, bites, collisions with vehicles, horses or other stationary objects, fire or explosion, the examples specified in Section 2, and all other risks and/or injury resulting from any and all risks including the negligence and/or deliberate act of another person. and I further acknowledge the unavailability of emergency medical care on the Premises.

(Initial) \_\_\_\_\_

4. Furthermore, \_\_\_\_\_ (Guardian, or Participant if not a minor), on behalf of myself and/or my minor child (if applicable) and on behalf of any other person claiming through me or on my behalf or, as the case may be, through or on behalf of my minor child, agrees to forever and unconditionally release, acquit, and discharge Stable and Equine Professionals, Premises owner(s), Annie Bolognino, Heart Bar A Livestock & Services LLC, Releasees and all of its/their successors, assigns, interns, employees, subcontractors, affiliates, officers, and Directors, and Horse-owner(s) and Stable, from all claims, demands, actions, causes of action and damages which have arisen or which might hereafter arise regardless of type, cause, other than gross negligence, or nature arising from or in any manner related to my, or as the case may be, my minor child's use of or presence upon the Premises for any reason whatsoever. (Initial) \_\_\_\_\_
5. Participant and/or Guardian (if applicable) agrees to indemnify, defend, save, and hold Stable, Equine Professionals, Annie Bolognino, Premises Owner(s) and Horse-owner(s), Heart Bar A Livestock & Services LLC (Releasees) free, clear, and harmless from and against any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, and demands of any kind whatsoever in connection with, arising out of, or by reason or in any way connected with Participant's use of or presence upon the Premises and/or Horses or connected with or arising out of this Agreement, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about, or in any way connected with the Premises or any portion thereof other than as a direct result of the gross negligence of Stable or Equine Professional. This indemnification clause shall survive expiration or sooner termination of this Agreement with respect to indemnification obligations arising prior to such expiration or termination. (Initial) \_\_\_\_\_
6. Participant or Guardian, as the case may be, agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. (Initial) \_\_\_\_\_
7. This contract is made and entered into the State of Texas, and shall be enforced and interpreted under the laws of this state. (Initial) \_\_\_\_\_
8. Participant or Guardian, as the case may be, understands that: **UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.** (Initial) \_\_\_\_\_
9. Participant agrees to abide by all of Equine Professional's rules and regulations, and **Participants under the age of 18, is responsible for using protective gear; (ASTM/SEI APPROVED HELMET and riding boots WITH WALKING HEEL).** (Initial) \_\_\_\_\_
10. Nothing in this instrument shall be deemed to limit or restrict in anyway the limitation of liability granted to the Releasees pursuant to Texas Civil Practice & Remedies Code §§ 87.001 through 87-005, or otherwise under the law. (Initial) \_\_\_\_\_

11. I hereby specifically forever waive, release and discharge the Releasees from any liability for injury or death arising out of my participation in any activities associated with the EQUINEIMITY LLC or Premises/Owner(s), Annie Bolognino, Heart Bar A Livestock & Services LLC, facilities, including without limitation those arising from the inherent risks from riding, working or participating in a stable or arena environment and/or with horses or other domestic animal activities, as well as from any and all claims or causes of action for injury or death arising from the negligence of any Releasee or arising under any statute or at law, including strict liability.
- (Initial) \_\_\_\_\_
12. By signing this agreement I hereby acknowledge that although there may at times be supervision during my time spent at EQUINEIMITY LLC or Premises/Owner(s) facilities, Heart Bar A Livestock & Services LLC. **I am responsible for my own activities and there will not be a nurse on the premises and Releasees bear no responsibility for my health or medical care.** (Initial) \_\_\_\_\_
13. **I agree to indemnify, save and hold harmless Releasees from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at EQUINEIMITY LLC or Premises/Owner(s) facilities, Heart Bar A Livestock & Services LLC or any acts or omissions of Releasees, including without limitation, all attorney fees and expenses incurred by Releasees in the event any action is brought against Releasees arising out of or in any way connected with either my presence or participation in any activities at EQUINEIMITY LLC or Premises/Owner(s) facilities.** (Initial) \_\_\_\_\_
14. I further agree that this Agreement is a complete bar to any legal action against Releasees by or on behalf of myself or my heirs or representatives arising out of any of the matters or activities mentioned herein, and in the event any such action is instituted by me or on my behalf, this instrument may be used as a complete bar to recovery in such action. (Initial) \_\_\_\_\_
15. The releases, waivers, indemnities, agreements and other provisions of this instrument apply to any and all access and use of the Premises on or after the date of execution of this document and shall not be limited to one event or any specific period of time. (Initial) \_\_\_\_\_
16. I agree that if any portion of this document is held invalid, the balance shall continue in full force and effect. (Initial) \_\_\_\_\_
17. **If I am present at and participate in the activities of Equineimity LLC, I do so at my own risk, and I hereby acknowledge and agree that Releasees shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at EQUINEIMITY LLC and/or the Premises.** (Initial) \_\_\_\_\_
18. By signing this Agreement, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at EQUINEIMITY LLC without restriction, and without liability to Releasees, and with full knowledge and understanding of the disclosures, waivers, and releases herein. (Initial) \_\_\_\_\_
19. \_\_\_\_\_ (Participant) agrees/has permission to participate in the EQUINEIMITY LLC Equine lesson/training/clinic program. I have read and fully understand the terms of participation in this program. (Initial) \_\_\_\_\_

20. **I execute this Release of Liability, Assumption of Risk and Indemnity Agreement with the full understanding that Equine activities are dangerous and that injuries can occur and with full knowledge that horses are unpredictable and dangerous animals and that accidents can and do occur during their handling and riding.**

X \_\_\_\_\_  
Equine Professional's Signature Date

X \_\_\_\_\_  
Participant's or Participant's Parent/Guardian Signature Date

\_\_\_\_\_  
Participant's / Child's Name (Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Cell phone

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Phone