

SHERWOOD SPORTHORSES INC. LIABILITY WAIVER AND RELEASE

This Voluntary Liability Waiver and Release Agreement is made and entered into this ____ Day of _____, 20____, by and between _____ (“Participant”) and if Participant is a minor by Participant’s parent or guardian, and Sherwood Sporthorses Inc. (“Sherwood”).

1. **“Participant.”** In addition to the individual Participant identified above, the term “participant” in an equine activity has the meaning as defined in Chapter 87, Texas Civil Practices and Remedies Code § 87.001: “(A) with respect to a farm animal activity, a person who engages in the activity, without regard to whether the person is an amateur or professional or whether the person pays for the activity or participates in the activity for free; and (B) with respect to a livestock show, a person who registers for and is allowed by a livestock show sponsor to compete in a livestock show by showing an animal on a competitive basis, or a person who assists that person.”

2. **“Farm animal” and “Equine Animal.”** The terms “farm animal” and “equine animal” have the meanings as defined in Chapter 87, Texas Civil Practices and Remedies Code § 87.001. The term “farm animal” encompasses, but is not limited to, an “equine animal.” “Equine animal” means a horse, pony, mule, donkey, or hinny.

3. **“Farm Animal Activity.”** The term “farm animal activity” has the meaning as defined in Chapter 87, Texas Civil Practices and Remedies Code § 87.001, and includes, but is not limited to, the activities in which Participant engages with respect to (A) a competition, show, performance, or event involving farm animals, (B) training or teaching activities involving an farm animal, (C) boarding a farm animal, including daily care, (D) riding, inspecting, evaluating, handling, loading, or unloading of a farm animal belonging to another, (E) informal activities involving farm animals, including a ride, trip, or hunt, (F) placing or replacing horse shoes on an equine animal, and (G) examining or administering medical treatment to a farm animal by a veterinarian.

4. Statutory Warning Notice:

WARNING

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.

5. **Inherent Risks.** Participant, and if Participant is a minor Participant’s parent or guardian, understands that there are risks inherent in dealing with horses, ponies, and other equines (equine animal activities). For example, Participant understands that some, **but not all**, of the inherent risks include:

- a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around it;
- b. The unpredictability of an equine animal’s reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals;
- c. That there may be certain land conditions or hazards, including, but not limited to, surface or subsurface conditions;
- d. The possibility of a collision with another equine, animal, person, or object;
- e. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or property of Participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the participant’s ability.

6. **Examples.** Participant, and if Participant is a minor Participant's parent or guardian, further understands that examples of the equine activities encompassed within the scope of this voluntary waiver and release agreement include **but are not limited to:** (a) Riding, driving, lessons, showing, competitions, hunting, trail riding, exhibitions, and the like, in any equestrian discipline including dressage, hunters and jumpers, and eventing; (b) Training, teaching, instructing, and evaluation activities, both of the rider, driver, or handler and of the equine animal; (c) Riding, driving handling, showing, or competing an equine animal belonging to another, without regard to whether the owner receives money or other things of value for its use; (d) Routine care, feeding, and handling of the equine (Boarding), including veterinary and farrier care; (e) Transportation, loading, and unloading of equines; (f) Equine breeding activity, both natural and artificial.

7. **Voluntary Waiver and Release.** With full understanding of the inherent risks involved in farm animal activities, including those involving equine animals, some of which have been described in Paragraph 6 above, Participant, and if Participant is a minor Participant's parent or guardian, voluntarily agrees to waive, release, and hold harmless Sherwood Sporthorses Inc. from civil liability, whether arising in tort or contract, arising from or related to participation in farm animal activities. This agreement to waive, release, and hold harmless includes not only Sherwood Sporthorses Inc.; but its shareholders, officers, employees, agents, apprentices, and independent contractors, whether they be trainers, instructors, veterinarians or veterinary assistants, farriers, equine care providers, and the like.

8. **Protective Headgear Warning.** Participant, and if Participant is a minor Participant's parent or guardian, acknowledge that he/she/they have been fully warned and advised by Sherwood that Participant should purchase and wear an ASTM certified equestrian riding helmet while riding, driving, and handling equine animals.

9. **Governing Law.** This voluntary waiver and release agreement is made and entered into, and shall be governed by and interpreted, under the laws of the State of Texas. If any provision of this Agreement is found to be null, void, or voidable under the applicable law, the remainder of the Agreement shall survive intact.

10. Participant, and if Participant is a minor Participant's parent or guardian, agrees that he/she/they have been given sufficient time to read, understand, and ask questions, if any, concerning the nature and scope of this voluntary waiver and release agreement.

Participant:

Sherwood Sporthorses Inc.

Printed Name: _____

Date: _____

By: _____

Address: _____

Date: _____

Email: _____

Telephone: _____

Participant's Parent or Guardian:

Printed Name: _____

Date: _____