

Texas A&M IHSA Equestrian Team

RELEASE OF LIABILITY

Witness this agreement this _____ day of _____, 2025, by and between Texas A&M IHSA Equestrian Team ("Manager") and _____ ("Rider")—and if the Rider is a minor, the Rider's parent or legal guardian, _____ ("Parent/Guardian")—agree as follows: In exchange for the opportunity to use the Manager's facilities, equipment, and services today and on all future dates, the Rider (and Parent/Guardian, if applicable), along with the Rider's heirs, successors, and representatives, agree to be bound by the terms set forth below.

1. I acknowledge that I have undergone a formal physical examination and received physician clearance to participate in equestrian activities. I understand that even with this clearance, I am responsible for monitoring my own health and well-being during all activities, and I agree that the Manager bears no responsibility for any injuries, medical expenses, or health issues that may arise as a result of my participation.
2. I understand that working with and around horses involves certain inherent risks. These risks include, but are not limited to, horses behaving unpredictably—such as running, bucking, biting, kicking, rearing, stumbling, falling, or stepping on someone—which could result in injury or even death. Horses may also react unexpectedly to sounds, sudden movements, unfamiliar objects, or the presence of people and other animals. Additional risks include uneven ground conditions, collisions with other animals, limited access to emergency medical care, and the actions of other participants, which may be negligent or beyond their skill level.
3. I recognize that horses, by their nature, can be unpredictable. I voluntarily accept all risks involved in riding, handling, or being near horses and agree not to hold the Manager responsible for any injury or loss. I agree to follow all rules and safety guidelines provided by the Manager. I also confirm that I have accurately shared my riding experience and skill level with the Manager and understand that my ability directly affects how a horse may behave.
4. I release the Manager, its representatives, staff, and volunteers from any and all claims for personal injury or property damage, including claims that might arise from the Manager's own negligence (to the extent permitted by state law). If I choose to file a claim or lawsuit in violation of this agreement, I will be responsible for all legal costs and attorney's fees incurred by the Manager in defending against it.

5. I further agree to defend, indemnify, and hold harmless the Manager from any claims, demands, lawsuits, damages, costs, or expenses—whether or not legal action is filed—that may arise from my participation or presence on the Manager’s property.
6. Any legal action arising from this agreement must be filed within one (1) year of the incident giving rise to the claim. I also agree that any claim for property damage shall be limited to \$250 in value, and claims for non-economic damages (such as pain and suffering) shall be capped at \$10,000.
7. I knowingly waive the protection of any law that might otherwise prevent this release from applying to claims I may not be aware of at the time I sign it. I understand this release applies to both known and unknown claims related to my involvement with the Manager and its facilities.

WARNING

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.

Manager

Rider

PARENT/GUARDIAN ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the Minor Rider participating in Manager’s activities at this facility and using its animals, equipment, and facilities, I (the Parent/Guardian) agree to indemnify and hold harmless the Manager and its representatives against any claims or damages brought by or on behalf of the Minor Rider related to such participation.

Parent or Guardian (if Rider is under 18)