

RELEASE OF LIABILITY TEAM/RIDER

WITNESS THIS AGREEMENT this _____ day of _____, 2024, by and between Texas A&M IHSA Equestrian Team, and its representatives, hereinafter referred to as MANAGER and _____, hereinafter referred to as RIDER, and, if Rider is a minor, Rider's parent or Guardian _____. For consideration received, and in return for the use, today and on all future dates of this property, facilities and services of Manager, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine'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 other animals; the limited availability of emergency medical care; and 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 animal or not acting within such participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Manager's rules and regulations which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

Rider expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this state) by Manager or its representatives, agents or employees. If Rider ignores this agreement and initiates claim or suit against Manager, Rider will be responsible for payment of all attorneys' fees and costs incurred by Manager.

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.**

2. Rider agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgements, orders, costs, or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Manager and the facilities located thereon.
3. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider agrees that the claim shall be limited to \$250 for property damage, actual expenses incurred, and \$10,000 for non-consequential damages such as pain and suffering.
4. Rider agrees to waive the protection of any applicable statutes in this jurisdiction or any other 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 said release.

Manager

Rider

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

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

In consideration of the above named minor rider participant hereinafter referred to as ("Minor Rider") being permitted by Manager to participate in it's activities at this facility and to use its animals, equipment and facilities, I further agree to indemnify and hold harmless Manager from any and all claims which are brought by, or on behalf of Minor Rider, and which are in any way connected with such use or participation by Minor

Parent or Guardian (if Rider is under 18)