

HORSEBACK RIDING TOUR LIABILITY WAIVER AND RELEASE AGREEMENT

This **Waiver and Release of Liability** ("Agreement") is executed on this ____ day of _____, _____, by the undersigned Participant (the "Participant") in favor of **Sunrise Tours Austin**, its owners, directors, officers, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Company").

WARNING OF INHERENT RISKS OF HORSEBACK RIDING

The Participant understands that horseback riding is a physically demanding and hazardous activity. The risks involved include, but are not limited to:

- **Bucking, rearing, spooking, or unexpected movements** by the horse.
- **Falling from the horse** or being struck by the horse, leading to injury or death.
- **Uneven terrain, natural obstacles**, and unpredictable conditions.
- **Injuries due to equipment failure** or malfunction (e.g., saddles, reins, stirrups).
- The risk of **personal injury, paralysis, or death** resulting from the aforementioned hazards, including **negligence or the failure to act on the part of the Company**.

The Participant expressly acknowledges and assumes all of these risks and agrees to participate in the activity at their own risk.

RELEASE AND WAIVER OF LIABILITY

In consideration for being allowed to participate in the horseback riding tour or related activities (the "Activity"), the undersigned Participant, on behalf of themselves, their heirs, executors, administrators, personal representatives, successors, and assigns, hereby:

1. **Releases and discharges** the Company from any and all **liability, claims, demands, actions, causes of action, or expenses**, including any **loss, damage, injury, illness, or death** to the Participant or their property, **whether caused by the negligence** or other wrongful act of the Company, arising out of or in any way related to the Activity, including transportation to and from the Activity site.
2. **Waives and relinquishes** any and all rights to bring legal action or claims of any kind, **including but not limited to negligence, recklessness**, or any other claim resulting from the Participant's involvement in the Activity.
3. **Agrees not to sue** or file any claim against the Company for any injury, loss, or damage, regardless of whether it arises from the Company's negligent conduct or otherwise.
4. **Acknowledges and accepts** the risk of injury, death, or property damage inherent in horseback riding and agrees that no oral or written representations, statements, or inducements made by the Company or its agents, employees, or representatives have in any way altered this waiver.

ASSUMPTION OF RISK AND PERSONAL RESPONSIBILITY

The Participant affirms that they are fully aware of the risks involved in horseback riding. The Participant certifies that they are physically fit, have no known medical conditions, and are not under the influence of any substances that would impair their ability to safely engage in the Activity. The Participant further understands that they are solely responsible for their health, safety, and well-being during the Activity.

INDEMNITY AGREEMENT

The Participant agrees to **indemnify, defend, and hold harmless** the Company, its owners, directors, officers, employees, contractors, agents, and representatives from any **claim, lawsuit, injury, or damages** arising out of the Participant's actions or failure to act, or those of any third party related to the Activity. This includes, but is not limited to, any claims for negligence or misconduct of the Participant, other participants, or any third parties.

MEDICAL TREATMENT AND INSURANCE

1. The Participant agrees that if any medical attention is required during or after the Activity, they authorize the Company to seek medical treatment on their behalf. The Participant further agrees to assume responsibility for all **costs associated with medical treatment**.
2. The Participant affirms that they have **adequate medical insurance** to cover any potential medical costs incurred due to injury during the Activity. The Company does not provide medical insurance.

PHOTO AND VIDEO RELEASE

The Participant grants the Company permission to take photographs or videos during the Activity. The Participant agrees that such images and videos may be used for **commercial, marketing, or promotional purposes** without any compensation to the Participant.

GOVERNING LAW AND DISPUTE RESOLUTION

- This Agreement shall be governed by and construed in accordance with the laws of the State of Texas any dispute or claim arising out of or in connection with this Agreement shall be resolved through **binding arbitration in** the county of United States of America, and the prevailing party shall be entitled to reasonable attorneys' fees and costs.

SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Participant and the Company, and it supersedes all prior or contemporaneous oral or written understandings, representations, or agreements. Any modification of this Agreement must be in writing and signed by both parties.

ACKNOWLEDGEMENT AND ACCEPTANCE

By signing below, the Participant affirms they have read, understood, and voluntarily agreed to all terms and conditions outlined in this Agreement. The Participant acknowledges they are giving up substantial legal rights, including the right to sue the Company for any injury, loss, or damage that may result from the Activity.

Participant's Full Name: _____

Date of Birth: _____

Address: _____

Phone Number: _____

Emergency Contact Name and Phone Number: _____

Signature of Participant: _____

Date: _____

If Participant is under 18, a parent or guardian must sign below:

Signature of Parent/Guardian: _____

Date: _____