

**LISA WESTBROOK TRAINING CENTER**

**WAIVER, INDEMNITY, AND RELEASE OF LIABILITY AGREEMENT**

(Equine Activity Participant)

**WAIVER, RELEASE, AND INDEMNITY.** In consideration of Lisa Westbrook Training Center allowing the undersigned (Participant) to engage in mounted equine activities (horseback riding) under the supervision of Lisa Westbrook Training Center staff, on or off premises of Lisa Westbrook Training Center, Participant agrees to hold harmless, release and defend Lisa Westbrook Training Center, and its owner, agents, employees, and staff and others related to or otherwise affiliated with Lisa Westbrook Training Center from all claims, demand, causes of action, liability, damages (including punitive damages), losses injuries to person or property, or responsibility arising from, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from any act or omission by Participant or Participant's family members, pets, or invitees on, off, or about the premises, including but not limited to Participant's participation in equine-related activities. **It is the intent of the parties that this release and the Participant's indemnity obligation be without limit and without regard to the cause or causes thereof or the negligence of any party or parties, whether such negligence be sole, joint, concurrent or contractual, active or passive and whether the same be known or unknown, anticipated or unanticipated.** In the event that any action or proceeding is brought against any Lisa Westbrook Training Center Indemnified Party by the reason of Participant's activities on or presence on or off Lisa Westbrook Training Center premises, Participant further agrees and covenants to defend the action or proceeding by legal counsel acceptable to Lisa Westbrook Training Center. Participant further agrees and covenants to defend the action or proceeding by legal counsel to property belonging to Participant or under Participant's control, in, upon, or off premises or improvements thereon, and Participant hereby waives all claims in respect thereof against Lisa Westbrook Training Center and agrees to defend and indemnify the Lisa Westbrook Training Center Indemnified Parties from all claims of any sort, including injury or damage to third parties or their property arising from the acts of the horses on or off the Premises. **UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), LIABILITY FOR FARM ANIMAL ACTIVITIES, ANY PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR OR FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM THE PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMAL ACTIVITY IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGERS OR CONDITIONS THAT ARE AN INHERENT RISK OF A FARM ANIMAL ACTIVITY.**

Participant agrees that this indemnification of the Lisa Westbrook Training Center Indemnified Parties is intended to be as broad and inclusive as is permitted by the laws of the State of Texas, and that if any portion is held invalid, then it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participant shall not bring any claims, demands, legal actions and causes of action, against the Lisa Westbrook Training Center Indemnified Parties for any economic and /or non-economic losses due to bodily injury, death, property damage sustained by Participant and /or Participant's Affiliates in relation to the Lisa Westbrook Training Center establishment on or off premises and operation of Lisa Westbrook Training Center, to include being near or on horses owned by or in the care, custody and control of Lisa Westbrook Training Center, whether on or of the premises of Lisa Westbrook Training Center.

**INHERENT RISKS AND NATURE OF THE HORSE WARNING.** There are numerous obvious and non-obvious inherent risks always present in activities involving horses despite all safety precautions. No horse is a completely safe horse. Horses can be 5-15 times larger, 20-40 times more powerful, and 3 to 4 times faster than a human. If a horse is frightened or provoked, it may divert from its training and act according to its natural instincts which may include, but is not limited to, stopping short, changing direction or speed at will, shifting its weight from side to side, rearing, bucking, biting, kicking or running from danger. Participant acknowledges and accepts the inherent risk of equine activities.

**AGREEMENT SCOPE AND TERRITORY.** This Agreement shall be legally binding upon Lisa Westbrook Training Center and the Participant. This Agreement is entered into in Collin County, Texas and will be interpreted and enforced under the laws of the state of Texas. The parties agree that the venue for any suit brought hereunder shall lie exclusively in the courts of Collin County Texas and waive any claim of forum non conveniens.

**Agreed and Accepted by:**

SIGNATURE	PRINTED NAME	DATE