**NEW HORIZON STABLES**

25498 Macedonia RD

Hockley, Texas 77447

Name of Visitor (Please Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent or Legal Guardian \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if under 18 years old)

**\*\*ALL VISITORS TO NEW HORIZON STABLES MUST SIGN THIS RELEASE\*\***

**Warning**

**UNDER TEXAS LAW (CHATPER 87, TEXAS CIVIL PRACTICES AN REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING ROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

“Participant” and his/her parents(s) or legal guardian(s) have elected to participate, or to allow Participant to participate, in riding activities at New Horizon Stables. Participant and his/her parent(s) or legal guardian(s) acknowledge and agree that the decision to allow Participant to participate in riding activities or any other activities at New Horizon Stables does NOT constitute a determination of any nature by anyone associated with New Horizon Stables that the activity is suitable, safe and/or otherwise appropriate for Participant. Participant and his/her parent(s) or legal guardian(s) acknowledge and agree that they are solely responsible for deciding whether Participant should participate in any activity at New Horizon Stables and accept complete responsibility for such decision and participation.

Participant and his/her parent(s) or legal guardian(s) acknowledge and understand that New Horizon Stables is a working horse farm, and that such a facility, including its open ponds, barbed wire fences, equipment, foliage, and ground conditions, may be dangerous and have unidentified hazards. These Hazards may cause injury to persons and animals, including horses. Participant and his/her parent(s) or legal guardian(s) acknowledge and agree that they are waiving any right to be informed of any hazard associated with New Horizon Stables that Participant and his/her parent(s) or legal guardian(s)may be able to identify through a complete and thorough inspection of such property.

Participant and his/her parent(s) or legal guardian(s) acknowledge and agree that horses, dogs, and other animals present at New Horizon Stables can by nature be unpredictable and dangerous, including animals that appear to be or are believed to be tame. Such animals may bite, kick, step on, buck, run over or even attack people which may cause serious injury and even death to both persons and animals, including horses. Additionally, there may be known and/or unknown conditions on the property or in the nearby environment that may cause a horse to lose its footing, stumble, or react in such a way that its Participant may be thrown, injured, and even killed. This may also lead to injures to or the death of the horse or other horses.

**RELEASE/HOLD HARMLESS/IDEMNITY PROVISION**

Participant and his/her parent(s) or legal guardian(s) acknowledge and agree that Participant will ride and participate in any activity at New Horizon Stables at his/her own risk and hereby RELEASES and HOLDS HARMLESS New Horizon Stables and all associated personnel, including but not limited to every member of the Diamond family, and all persons working on their behalf (as well as any person, firm or corporation bound to defend or pay judgments against them ) from any past, present or future claim related to any activity at or injury occurring at New Horizon Stables as we ll as from any and all losses, costs, expenses, liabilities, costs of defense, attorneys’ fees, expert costs, court costs, demands or causes of action.

Participant and his/her parent(s) or legal guardian(s) acknowledge and agree that the release, waivers, and indemnities contained in this agreement shall expressly apply regardless of who or what entity may be at fault, in whole or in part, for any injury, damage or death related to ANY ACTIVITY at New Horizon Stables. Such releases, waivers and indemnities also apply even if such injury damage or death results from the negligence, sole negligence, and even gross negligence, of any person associated with New Horizon Stables, including all members of the Diamond family and any person working on behalf of New Horizon Stables.

Participant and his/her parent(s) or legal guardian(s) acknowledge and agree that they will indemnify New Horizon Stables, all members of the Diamond Family and any person working on behalf of New Horizon Stables, (as well as any person, firm or corporation bound to defend or pay judgments against them), for all losses, costs, attorneys’ fees, liabilities, expense, claims and/or damages of any type resulting from any activity at New Horizon Stables wherein Participant or his/her parent(s) or legal guardian(s) are found to be fifty percent or more liable to any person or entity, including New Horizon Stables and the Diamond family.

New Horizon Stables includes the entirety of the Diamond household and property, as well as the pasture, barn, and riding areas.

Signature (if over 18 years old) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent or Guardian (if under 18 years old) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_