

Colonial Equestrian Center, LLC
4660 Firemans Lane
Lone Oak, Texas 75453

Waiver of Liability and Release

Warning: Under Texas law, an equine professional is not responsible for the injury to, or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 87 of the Civil Practice and Remedies Code.

I / WE acknowledge the risks of horseback riding and related activities. In consideration of being permitted to take part in such activities at The Colonial Equestrian Center or under the supervision of Laurie Fiette, I / WE, intending to be legally bound for myself, my heirs and assigns, executors or administrators, accept full responsibility for bodily injury, property damage, death, disability, medical and other financial losses including, but not limited to, time lost from work or school. I / We do hereby release and discharge the owners, Laurie and Philippe Fiette, and their operators, agents, officers, employees, and independent contractors from all actions, claims, demands, damages, costs, losses, and expenses that in any way arise from participation in equestrian activities, at or originating from The Colonial Equestrian Center. This includes any equestrian related activity conducted by Laurie Fiette offsite including, but not limited to, horseshows, lessons or training at other barns, and trail rides.

I /WE understand that horseback riding is classified as a *rugged adventure recreational sport* activity and that there are inherent risks present in spite of safety precautions being taken.

I / We understand that it is not possible for any person or establishment to predict how a horse may react when frightened, angry, or under stress. It will react according to instinct and may run away, jump sideways/ forward/ or backward, kick with its hind legs, strike with its forelegs, buck, rear, bite, and/or throw its head upwards or sideways.

I/WE understand that The Colonial Equestrian Center and its staff are not responsible for acts or occurrences of nature, such as wind, water, thunder, lightning, irregular footing, or animals, that can scare a horse or cause it to fall.

I / WE understand that I / WE can be held legally responsible for injuries or damage to The Colonial Equestrian Center's animals and / or property, and also for bodily injury, property damage, and / or death which I / WE may cause by the failure to act in a prudent and cautious manner at all times.

I / WE understand that wearing an ASTM approved helmet while mounting, riding, dismounting, and being around horses can protect against head injury. I / WE understand that wearing protective headgear is our own responsibility.

I/We understand that by participating in activities with Colonial Equestrian Center, I/we are granting you the right to display our picture(s) on the CEC website.

I / WE have current medical insurance and have provided the name of the insurance company on the following attachment.

I have read and fully understand the above agreement. I understand and accept that I am waiving liability against the above-mentioned parties.

Signature _____ Date _____
Address _____

The parent or legal guardian of any person less than 18 years of age must complete the following section.

I, _____ (Parent) hereby accept this waiver and release of liability on behalf of my minor child, _____ (Student's name). I have read and fully understand the above agreement. I understand and accept that I am waiving liability against the above-mentioned parties.

Signature _____ Date _____
Address _____

Delegation Of Authority to Consent to Emergency Medical Procedures

I /WE consent to any emergency medical procedures necessary for my child in my absence. If I am unavailable for the purpose of obtaining my consent to emergency medical procedures, I delegate my authority to consent to treatment for my child, _____, birth date _____ to Laurie Fiette, owner and/ or staff members of The Colonial Equestrian Center, 4660 Firemans Lane Lone Oak, Texas 75453. I /WE agree to pay all fees for physicians, hospitals, ambulances, and other medical charges responsibly and necessarily incurred. This release shall be in effect until the adult student, student's parents, or guardians withdraw it in writing.

I / WE understand that should medical emergency treatment be required, the information listed below will be provided to the attending hospital or clinic to cover incurred bills. I / WE carry current medical insurance with
Name of Insurance Company _____
Policy Number _____

Signature of Parent _____

Date _____