

# RIVER RANCH EDUCATIONAL CHARITIES PUMPKIN PATCH WAIVER

VISITORS, CLIENTS, VOLUNTEERS, STAFF, GUESTS, VENDORS, RIDERS MUST COMPLETE THIS FORM.

While Covid-19 remains a concern, taking basic precautions such as social distancing and hand sanitizing are requested of all visitors/clients/staff. The following must be true to be on property or engage in activity: You have not been diagnosed or been around anyone with Covid-19 in the past 2 weeks. You have not shown signs or been in contact with anyone exhibiting symptoms of cough, fever/chills, shortness of breath, sore throat, loss of taste/smell, fatigue, runny nose.

**LIST NAMES OF EVERYONE IN THE SAME FAMILY ENTERING THE PROPERTY:**

**PRINT INDIVIDUAL OR FAMILY MEMBERS' NAME(S) ON LINES BELOW:**

Email: \_\_\_\_\_ MAIN PH#: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ PH#: \_\_\_\_\_

**VISITORS, PARENTS/GUARDIANS, STAFF MUST INITIAL EVERY PARAGRAPH IN ORDER TO ENGAGE IN ACTIVITIES ON RREC OR ASSOCIATED PROPERTY/AREAS/FACILITIES. SIGNATURE & DATE MUST BE ON WAIVER. CHAPTER 87 CODE & WAIVER INFORMATION ARE BINDING UPON ENTRY TO RREC, TUPPS, OR SAAMM LLC PROPERTIES EVEN WITHOUT A COMPLETED WAIVER.**

River Ranch Educational Charities & Stables, hereinafter known as “This Stable”, with services at TEXAS HORSE PARK, STORYBOOK, PUMPKIN PATCH, TUPPS, QB, or elsewhere, PROVIDES THIS WARNING: Under Texas Law (Chapter 87, Civil Practice and Remedies Code) an Equine or Farm Animal Professional is not liable for injury to or death of a participant in equine & farm animal activities resulting from inherent

**1) Waiver/Agreement purpose & Registration of visitors/riders/staff/volunteers:** In consideration of entry to the property, payment of a fee, signing of an agreement, participating in activities, or working on-site, I, the listed individual, visitor, family member, staff, volunteer, parent, or legal guardian thereto if a minor, do hereby agree to hire or engage with this Stable, livestock, equipment, facility, or personnel for the purpose of activities today &/or future dates.

**2) Agreement Scope and Territory Definitions:** This agreement shall be legally binding upon me, visitors, guests, &/or riders and the parents or legal guardians thereof if a minor, my heirs, estate, assignees, including all minor children and personal representatives; and it shall be interpreted according to the laws of the state and county of this Stables physical location. Any dispute by the participant shall be litigated in and venue shall be the county in which this Stable is physically located. If any clause, phrase, or word conflicts with state law, then that single part is null and void. The term “HORSE” herein shall refer to riding or otherwise handling of horses, ponies, mules, donkeys, livestock, or animals, whether from the ground or mounted. The term “RIDER” shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse or ranch livestock from the ground.

**3) Conditions of Nature:** I UNDERSTAND THAT THIS RANCH/STABLE IS NOT responsible for total or partial or minute acts, occurrences or elements of nature that can scare a horse, pony, or other livestock, cause it to fall or react in some unsafe way.

**4) Release of Photographs:** I grant River Ranch Educational Charities the irrevocable right and permission, throughout the world, in connection with any photograph(s) taken of me or my family while on property or related to any/all River Ranch Educational Charities activities.

**5) Carry-on Objects & Sharp Noises:** I UNDERSTAND THAT Riders &/or visitors interacting with ranch animals must not carry loose items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse or additional livestock animals.

**6) Activity Risk Classification:** I UNDERSTAND THAT: riding is classified as RUGGED ADVENTURE SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/WE further understand that applicant may be participating in a “WILDERNESS EXPERIENCE.” The meaning of this term is defined as follows: **THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, UNCULTIVATED AREA OR REGION, AS OF FOREST AND/OR HILLS AND/OR MOUNTAINS AND/OR PLAINS AND/OR WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND WANDERING AT WILL.**

**7) Nature of Stable Horses/Equines and Livestock:** I UNDERSTAND THIS STABLE/RANCH chooses its ponies, horses, livestock for their calm dispositions and sound basic training as is required for the use as riding horses for novice and beginning riders. Yet, no horse/pony or livestock animal is completely safe. Horses are 5 to 10 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a rider falls from a horse to the ground, it will generally be at a distance of from 3.5 – 5.5 feet and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to natural instincts which may include but are not limited to stopping, changing directions or speed at will, shifting its weight, bucking, biting & running from danger.

**8) Rider or Visitor Responsibility:** I UNDERSTAND THAT: Upon mounting a horse or pony, or entering animal or nature areas, the visitor’s/ rider’s safety largely depends upon his/her ability to carry out simple instructions, and/or his/her ability to remain balanced aboard the moving animal. I agree that the visitor or rider shall be responsible for his/her safety and that of an unborn child if the visitor or rider is pregnant. THIS STABLE advises pregnant women not to ride horses, unless permission is given under advice of her physician. I confirm that I do not have any physical limitations or medical conditions that would create a risk or cause a heightened chance of injury.

**9) Liability Release:** In consideration of THIS STABLE allowing my or my family’s participation in any & all activities/services, I, the rider, visitor, &/or parent/legal guardian thereof if a minor, do agree to hold harmless & release THIS STABLE, its owners, agents, employees, officers, members, premises owners, insurers, & affiliated organizations from legal liability due to THIS STABLE’S ordinary negligence or any exposure or potential exposure, injury or death due to inherent risks or Covid. I do further agree that except in the event of THIS STABLE’S gross & willful negligence, I shall bring no claims, demands, actions, causes of action, nor litigation against THIS STABLE & ITS ASSOCIATES as stated in this clause, for any economic & noneconomic losses due to bodily injury, death, property damage, sustained by me, my family, &/or my minor child or legal ward in relation to the premises/any and all activities/services/operations of THIS STABLE to include riding, handling, playing, jumping, bouncing, or being near other people, or livestock owned by or in the care, custody, & control of THIS STABLE.

**10) Helmets:** have been offered to me/my group. I/we choose not to wear one.

**IMPORTANT:** This agreement continues on the reverse side. Your signature applies to both sides. PG 1/2

**11) Train Rider or Visitor Responsibility:** I UNDERSTAND THAT riding the Storybook Pumpkin Patch train may involve certain risks, including bumps, sudden movements, or other minor hazards. By participating, I assume full responsibility for any injury or property damage that may occur and release the City of McKinney, Storybook Pumpkin Patch, TUPPS Brewery LLC, River Ranch Educational Charities, and all of their owners, employees, agents, volunteers, associates and representatives, at all of their locations and properties, from any and all liability connected to the train ride. I also agree to supervise any children or guests under my care while on the premises and during the ride. Helmets: have been offered to me/my group.

**GUESTS, PARTICIPANTS, RIDERS, VISITORS, PARENTS, OR LEGAL GUARDIANS MUST SIGN.** If you have the same last name, the head of the family may sign for all. ~ I/WE, THE UNDERSIGNED, HAVE READ & UNDERSTAND THE FOREGOING AGREEMENT, RELEASE, WARNINGS, & ASSUMPTION OF RISK, & ATTEST THAT ALL FACTS RELATING TO APPLICANTS PHYSICAL CONDITION, EXPERIENCE, & AGE ARE ACCURATE.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_