



RIVER RANCH AT TEXAS HORSE PARK LIABILITY WAIVER, RELEASE & ASSUMPTION OF RISK

Welcome to the Ranch!

All visitors, clients, volunteers, staff, guests, vendors and riders must complete this form before entering the property or taking part in any activity. Please read it carefully and initial each paragraph. If you have questions about anything below, ask a member of our team before you sign.

PLEASE LIST THE NAMES OF EVERYONE IN THE SAME FAMILY ON THE PREMISES.

Email: _____ **Cell Phone:** _____

Emergency Contact Name: _____ **Phone Number:** _____

Waiver Terms:

VISITORS, PARENTS/GUARDIANS, STAFF MUST INITIAL EACH 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 ENTERING A PROPERTY ASSOCIATES WITH RREC. RREC, TUPPS or SAAMM LLC, BLUE STAR properties even without a completed waiver.

River Ranch Educational Charities & Stables, hereinafter known as “**THIS STABLE**,” with services at Texas Horse Park, Pumpkin Patch, TUPPS, SAAMM LLC, BLUE STAR 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 and farm animal activities resulting from inherent risks.

_____ **1) Waiver/Agreement Purpose & Registration of Visitors, Riders, Staff and 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/does hereby agree to the use of or engagement with This Stable, livestock, equipment, facility or personnel for the purpose of activities today and/or on future dates.

_____ **2) Agreement Scope and Territory Definitions:** This agreement shall be legally binding upon me, visitors, guests and/or riders and the parents or legal guardians thereof if a minor, my heirs, estate and assignees, including all minor children and personal representatives; and it shall be interpreted according to the laws of the State of Texas and Dallas County of This Stable’s 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 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 acts, occurrences or elements of nature, in whole or in part, that can scare a horse, pony or other livestock, cause it to fall, or cause it to react in some unsafe way.

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

_____ **5) Carry-On Objects & Sharp Noises:** I UNDERSTAND THAT riders and/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 other livestock animal.

_____ **6) Activity Risk Classification:** I UNDERSTAND THAT riding is classified as a 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 the 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 — such as 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 wander at will.

_____ **7) Nature of Stable Horses, Equines and Livestock:** I UNDERSTAND THIS STABLE/RANCH chooses its ponies, horses and livestock for their calm dispositions and sound basic training, as is required for 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, the ground will strike the rider from a distance of 3.5 to 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 (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 direction or speed at will, shifting its weight, bucking, biting and 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 or 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 the 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 and all activities/services, I, the rider, visitor and/or parent/legal guardian thereof if a minor, do/does agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, members, premises owners, insurers and 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. I do further agree that, except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions, causes of action, nor litigation against THIS STABLE AND ITS ASSOCIATES as stated in this clause, for any economic and non-economic losses due to bodily injury, death or property damage sustained by me, my family and/or my minor child or legal ward in relation to the premises or any and all activities, services or 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 and control of THIS STABLE.

_____ **10) Helmets:** A helmet has been offered to me and to each member of my group. Initial one:
_____ We will wear helmets. _____ We decline helmets.

Signature Required:

GUESTS, PARTICIPANTS, RIDERS, VISITORS, PARENTS OR LEGAL GUARDIANS MUST SIGN. If all members of the party share the same last name, the head of the family may sign for all. I/WE, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, RELEASE, WARNINGS AND ASSUMPTION OF RISK, AND ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE ACCURATE.

Signature: _____ Printed Name: _____

Date: _____ Relationship to Minor(s), if any: _____