

## Heart of the Hills Barrel Race Association

**Warning - Under Texas Law (Chapter 87, Civil Practice and Remedies Code), an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.**

### CONTRACT TO ASSUME RISK AND WAIVE LIABILITY

#### EQUINE RELEASE, WAIVER, AND INDEMNIFICATION

I, the undersigned participant, and his or her parent or legal guardian if the participant is under the age of 18 years, does/do hereby execute this release, waiver, and indemnification for himself or herself/themselves and his or her/their heirs, successors, representatives, and assigns, acknowledges the inherent risk involved in riding and working around horses. I \_\_\_\_\_, represent that I am an adult signing on my own behalf or on behalf of my minor child named \_\_\_\_\_, and that I wish (or my child or children) to participate in a barrel race/pole bending jackpot sponsored by the Heart of the Hills Barrel Race Association.

I fully understand that horseback riding, barrel racing and pole bending are very dangerous activities. I execute this waiver of my rights to sue and agree to assume all risks inherent in equine activities and have notice of all risks inherent in equine activities including (i) the propensity of an equine to behave in dangerous ways and sometimes counterintuitive ways that may result in injury to the participant, (ii) the inability to predict an equine's reaction to sound, movements, objects, persons or animals, and (iii) hazards of surface or subsurface conditions. I wish to participate in these activities knowing they are dangerous. I understand that riding horses has inherent dangers, and that I or my minor child may be seriously injured, or even killed in a horse related accident. By way of illustration, a horse related accident includes being stepped on, kicked or otherwise struck by a hoof, bitten, or a fall from a horse, etc.

I hereby specifically RELEASE, INDEMNIFY AND HOLD HARMLESS the Heart of the Hills Barrel Race Association, its owners, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and NEGLIGENCE except in the event of gross and willful negligence, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my participation in the recreational activities at a Heart of the Hills event, or any claims which may arise out of my or my minor child's activities on or off the premises whether such damage, loss, injury, paralysis or death results from NEGLIGENCE of the Heart of the Hills Barrel Race Association, or its owners, agents, volunteers or employees, or from some other cause. I AGREE that in signing this contract, I am binding myself, my survivors, or any other person or entity seeking to assert a claim on my or my minor child's behalf or which arises from an accident occurring at a Heart of the Hills Barrel Race Association event, even if such accident results in permanently disabling injury or death to me or my minor child.

I have read this contract, understand it completely, and execute it voluntarily with full knowledge of its consequences.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Signature of Witness

#### WARNING: KNOW WHAT YOU ARE SIGNING

This form will be used to prove that you or your minor child understand the risk of riding sports and that you have made a free choice to ride at a Heart of the Hills Barrel Race Association event.

This form also restricts and eliminates your or your minor child's ability to file a Lawsuit against the Heart of the Hills Barrel Race Association or its agents, for injuries you or your minor child may sustain on the premises or during activities sponsored by the Heart of the Hills Barrel Race Association.