

EQUINE ASSISTED GROWTH & DEVELOPMENT SERVICES AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]

Paws For Reflection Ranch

SERVICE PROVIDER NAME, hereinafter known as "THIS PROVIDER."
5431 Montgomery Rd, Midlothian, TX 76065

Location or Address of THIS PROVIDER

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING.

A. REGISTRATION OF CLIENT AND AGREEMENT PURPOSE I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in Equine Assisted Growth and Development Services, hereinafter known as EAGDS, as a client of THIS PROVIDER, and that I will either utilize my own horse or horse provided by THIS PROVIDER for EAGDS purposes.

CLIENT NAME (PLEASE PRINT NAME)	AGE (If under 18)	WEIGHT Over 240#?	HORSE HANDLING / RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. ☐ YES ☐ NO	5. ☒ BEGINNER (under 10 hours) ☐ OVER 10 HOURS
Does this client have any physical or mental condition(s), which may affect his / her safety and ability to ride, drive, train and / or be near a horse? Yes No (Circle One) 7. If you circled "YES," how can we help this client with his / her special needs?			
8. <u>MEDICAL INSURANCE</u> I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance company <u>shall pay</u> for <u>ALL</u> such incurred expenses. My medical insurance company is My policy number is _____ I do not carry medical insurance. _____			

B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered client, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS PROVIDER'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS PROVIDER permits me (directly or indirectly) to enter THIS PROVIDER'S property, be on THIS PROVIDER'S property, be near any horse, receive riding, driving and / or training instruction, or guidance from its associates and / or when I ride, drive, train and / or am near horses on or off of THIS PROVIDER'S property. Any disputes by the client shall be litigated in, and venue shall be the county in which THIS PROVIDER is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered client and the parents or legal guardians thereof if a minor.

C. **INHERENT RISKS / ASSUMPTION OF RISKS I / WE ACKNOWLEDGE THAT:** Risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS PROVIDER to list all possible risks for me.**

D. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I / WE
ACKNOWLEDGE THAT: THIS PROVIDER is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS PROVIDER to list all possible conditions for me.** The client and parent or legal guardian have inspected THIS PROVIDER'S facilities and are satisfied that all premise conditions are reasonably safe for this client's intended purpose, usage and presence upon THIS PROVIDER'S premises.

E. **SADDLE GIRTHS / NATURAL LOOSENING WARNING ! / WE ACKNOWLEDGE THAT:** Saddle girths (fastener straps around horse's belly) may loosen during riding. Clients must alert THIS PROVIDER or their instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.

F. 1. **PROTECTIVE HEADGEAR / HELMET WARNING I / WE AGREE THAT:** I for myself and on behalf of my child and / or legal ward have been fully warned by THIS PROVIDER that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, driving, training and being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. 2. **PROTECTIVE HEADGEAR / HELMET ACCEPTANCE OR REFUSAL SELECTION FOR RIDERS 16 YEARS AND OLDER**

Check your choice to wear or not to wear protective headgear: ☐ I Accept to Wear Headgear ☐ I Refuse to Wear Headgear

G. **LIABILITY RELEASE I** / WE AGREE THAT: In consideration of THIS PROVIDER allowing my participation in this EAGDS activity, under the terms set forth herein, I, the CLIENT, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS PROVIDER, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS PROVIDER'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS PROVIDER'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS PROVIDER and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS PROVIDER, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS PROVIDER, or in the care, custody or control of THIS PROVIDER, whether on or off the premises of THIS PROVIDER, but not limited to being on THIS PROVIDER'S premises.

H. **EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:** [This clause applies **only for** operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, PA, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I / WE acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

All Clients and Parents or Legal Guardians must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF CLIENT (Spouses must sign for themselves.)		DATE	
SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 1	DATE	SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 2	DATE
Address In Full		☐ Home Phone ☐ Cellphone ☐ Business #:	
PERSON TO CONTACT IN CASE OF EMERGENCY		RELATIONSHIP TO CLIENT	
ADDRESS OF PERSON TO CONTACT IN CASE OF EMERGENCY		PHONE NUMBER	



Texas State Equine Statute

[AEA Home](#)

CIVIL PRACTICE AND REMEDIES CODE

TITLE 4. LIABILITY IN TORT

CHAPTER 87. LIABILITY ARISING FROM FARM ANIMAL

ACTIVITIES OR LIVESTOCK SHOWS

Sec. 87.001. DEFINITIONS. In this chapter:

"Engages ~~(1)~~ a farm animal activity" means riding, handling, training, driving, loading, unloading, assisting in the medical treatment of, being a passenger on, or assisting a participant or sponsor with a farm animal. The term includes management of a show involving farm animals. The term does not include being a spectator at a farm animal activity unless the spectator is in an unauthorized area and in immediate proximity to the farm animal activity.

(2) "Equine animal" means a horse, pony, mule, donkey, or hinny.

2 "Farm animal" means:

- (A) an equine animal;
- (B) a bovine animal;
- (C) a sheep or goat;
- (D) a pig or hog;
- (E) a ratite, including an ostrich, rhea, or emu; or
- (F) a chicken or other fowl.

(3) "Farm animal activity" means:

a farm animal ~~(show)~~ show, fair, competition, performance, rodeo, event, or parade that involves any farm animal;

- (B) training or teaching activities involving a farm animal;
- (C) boarding a farm animal, including daily care;

riding, inspecting, evaluating, handling, loading, or unloading a farm animal belonging to another, without regard to whether the owner receives monetary consideration or other thing of value for the use of the farm animal or permits a prospective purchaser of the farm animal to ride, inspect, evaluate, handle, load, or unload the farm animal;

informal farm animal activity, including a ride, trip, or hunt that is sponsored by a farm animal activity sponsor;

(F) placing or replacing horseshoes on an equine animal;
examining or administering medical treatment to a farm animal by a veterinarian; or

without regard to whether the participants are compensated, rodeos and single event competitions, including team roping, calf roping, and single steer roping.

(4) "Farm animal activity sponsor" means:

a person or group who sponsors, organizes, or provides the facilities for a farm animal activity, including facilities for a pony club, 4-H club, hunt club, riding club, therapeutic riding program, or high school or college class, program, or activity, without regard to whether the person operates for profit; or an operator of, instructor at, or promoter for facilities, including a stable, clubhouse, pony ride string, fair, or arena at which a farm animal activity is held.

(5) "Farm animal professional" means a person engaged for compensation: to instruct a participant or rent to a participant a farm animal for the purpose of riding, driving, or being a passenger on the farm animal;

(B) to rent equipment or tack to a participant;
to examine or administer medical treatment to a farm animal as a veterinarian; or

(D) to provide veterinarian or farrier services.

(6) "Livestock animal" means:

(A) an animal raised for human consumption; or
(B) a farm animal.

"Livestock producer" means a person who owns, breeds, raises, or feeds livestock animals.

"Livestock show" means a nonprofit event at which more than two species or breeds of livestock animals are gathered for exhibition or competition.

"Livestock show sponsor" means a recognized group or association that organizes and sanctions a livestock show, including a political subdivision or nonprofit organization that is exempt from federal income tax under Section 501(a), Internal Revenue Code of 1986, as amended, by being listed as an exempt organization in Section 501(c)(3) of that code.

(9) "Participant" means:

with respect to a farm animal activity, a person who engages in the activity, without regard to whether the person is an amateur or professional or whether the person pays for the activity or participates in the activity for free; and

with respect to (3) a livestock show, a person who registers for and is allowed by a livestock show sponsor to compete in a livestock show by showing an animal on a competitive basis, or a person who assists that person. Added by Acts 1995, 74th Leg., ch. 549, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1108, Sec. 2, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. [896](#), Sec. 2, eff. June 17, 2011.

Sec. 87.002. APPLICABILITY OF CHAPTER. This chapter does not apply to an activity regulated by the Texas Racing Commission.

Added by Acts 1995, 74th Leg., ch. 549, Sec. 1, eff. Sept. 1, 1995.

Sec. 87.003. LIMITATION ON LIABILITY. Except as provided by Section 87.004, any person, including a farm animal activity sponsor, farm animal professional, livestock producer, livestock show participant, or livestock show sponsor, is not liable for property damage or damages arising from the personal injury or death of a participant in a farm animal activity or livestock show if the property damage, injury, or death results from the dangers or conditions that are an inherent risk of a farm animal activity or the showing of an animal on a competitive basis in a livestock show, including:

the propensity of a farm animal or livestock animal to behave in ways that may result in personal injury or death to a person on or around it;
the unpredictability of a farm animal's or livestock animal's reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal;
with respect to farm animal activities involving equine animals, certain land conditions and hazards, including surface and subsurface conditions;

(4) a collision with another animal or an object; or

the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over a farm animal or livestock animal or not acting within the participant's ability. Added by Acts 1995, 74th Leg., ch. 549, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1108, Sec. 3, eff. Sept. 1, 2001. Amended by: Acts 2011, 82nd Leg., R.S., Ch. [896](#), Sec. 3, eff. June 17, 2011. Sec. 87.004. EXCEPTIONS TO LIMITATION ON LIABILITY. A person, including a farm animal activity sponsor, farm animal professional, livestock show participant, or livestock show sponsor, is liable for property damage or damages arising from the personal injury or death caused by a participant in a farm animal activity or livestock show if:

the injury or death was caused by faulty equipment or tack used in the farm animal activity or livestock show, the person provided the equipment or tack, and the person knew or should have known that the equipment or tack was faulty;

the person~~(2)~~ provided the farm animal or livestock animal and the person did not make a reasonable and prudent effort to determine the ability of the participant to engage safely in the farm animal activity or livestock show and determine the ability of the participant to safely manage the farm animal or livestock animal, taking into account the participant's representations of ability;

the injury~~(3)~~ or death was caused by a dangerous latent condition of land for which warning signs, written notices, or verbal warnings were not conspicuously posted or provided to the participant, and the land was owned, leased, or otherwise under the control of the person at the time of the injury or death and the person knew of the dangerous latent condition;

the person~~(4)~~ committed an act or omission with wilful or wanton disregard for the safety of the participant and that act or omission caused the injury;

(5) the person intentionally caused the property damage, injury, or death; or with respect~~(6)~~ to a livestock show, the injury or death occurred as a result of an activity connected with the livestock show and the person invited or otherwise allowed the injured or deceased person to participate in the activity and the injured or deceased person was not a participant as defined by Section 87.001(9) (B).

Added by Acts 1995, 74th Leg., ch. 549, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1108, Sec. 4, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. [896](#), Sec. 4, eff. June 17, 2011.

Sec. 87.005. WARNING NOTICE. (a) A farm animal professional shall post and maintain a sign that contains the warning contained in Subsection (c) if the professional manages or controls a stable, corral, or arena where the professional conducts a farm animal activity. The professional must post the sign in a clearly visible location on or near the stable, corral, or arena.

A farm~~(b)~~ animal professional shall include the warning contained in Subsection (c) in every written contract that the professional enters into with a participant for professional services, instruction, or the rental of equipment or tack or a farm animal. The warning must be included without regard to whether the contract involves farm animal activities on or off the location or site of the business of the farm animal professional. The warning must be clearly readable.

The warning posted by a farm animal professional under this section must be as follows:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

A livestock show sponsor shall post and maintain a sign that contains the warning prescribed by Subsection (f) if the livestock show sponsor manages or controls a stable, barn, corral, or arena at which the livestock show sponsor conducts a livestock show. The livestock show sponsor must post the sign in a clearly visible location near the stable, barn, corral, or arena.

A livestock show sponsor shall include the warning prescribed by Subsection (f) in every written contract that the sponsor enters into with a livestock show participant. The warning must be clearly readable.

The warning posted by a livestock show sponsor under this section must be as follows:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

Added by Acts 1995, 74th Leg., ch. 549, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1108, Sec. 5, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. [896](#), Sec. 5, eff. June 17, 2011.
