



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Boerne Trapeze, Hidden Hills Arts LLC, and their agents, owners, officers, volunteers participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BT"), I hereby agree to release, indemnify, and discharge BT, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in goat yoga involves physical exertion and that injuries may occur when participating in such activities. Participant accepts and assumes the risks associated with goat yoga, including, but not limited to, overexertion, inability to perform suggested exercises or maneuvers, physical or mental conditions that impede the ability to properly perform suggested exercises or maneuvers, and failure to follow instructions. Participant understands that farm animals will be part of the goat yoga activity and accepts and assumes the risks associated with the use of farm animals while engaging in this activity. Participant hereby freely and expressly assumes all risks of property damage, injury and death associated with goat yoga and farm animals. I understand that Goat Yoga involves interaction and participation with goats. Goats have hooves, horns, teeth, fur, wagging tails, and are known to nibble, jump, scratch and play unpredictably. They also pee & poop, which may happen on or near my mat. I understand that it is my responsibility to watch myself and any child that is under my care at Goat Yoga. I understand that Goat Yoga is located in a residence where the ground is uneven, there are other animals on site, and you may come in contact with various local plants and other elements such as dirt, poop, insects, etc. I accept all risks of injury, death and any property damage associated with Goat Yoga in the setting in which it takes place.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I understands that it is my responsibility to consult with a physician prior to and regarding participation in goat yoga. In addition, I will make the instructor aware of any medical conditions or physical limitations before class. If I am pregnant, become pregnant or I am post-natal or post-surgical, my signature verifies that I have my physician's approval to participate. I also affirm that I alone am responsible to decide whether to practice yoga and participation in outdoor activities during the COVID-19 pandemic is at my own risk. I hereby agree to irrevocably release and waive any claims that I have now or may have hereafter against the instructor, Lisa Labat and BT.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HHA's equipment or facilities, including any such claims which allege negligent acts or omissions of BT.

4. Should BT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against BT, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BT on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____
Address _____ City _____
State _____ Phone _____ e-mail _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by BT to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BT from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name _____ Date _____