

BREEZY ACRES HORSE FARM

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT (TEXAS)

PLEASE READ CAREFULLY BEFORE SIGNING

This Agreement is entered into by the undersigned (“Participant”) in favor of **Breezy Acres Horse Farm** (“Stable”) as a condition of being allowed to enter the property and participate in any equine or farm-related activities.

1. ACTIVITIES COVERED

This Agreement applies to all activities including, but not limited to: entering the premises; handling, riding, training, or being near horses or other livestock; receiving instruction; and using equipment or facilities (collectively, “Activities”).

2. ASSUMPTION OF RISK

Participant understands and voluntarily accepts that equine and farm activities are inherently dangerous. Risks include, but are not limited to:

- Unpredictable behavior of horses (e.g., kicking, bucking, biting, bolting)
- Falls, collisions, or being struck
- Uneven terrain or facility conditions
- Actions of other participants, animals, or equipment

Participant knowingly and voluntarily **assumes all risks**, known and unknown, including risk of injury, death, or property damage.

3. RELEASE OF LIABILITY

To the fullest extent permitted by Texas law, Participant (for themselves and their heirs, representatives, and minor children) agrees to:

- **Release and discharge** Stable and all related parties (owners, employees, agents, affiliates) (“Released Parties”) from any and all claims arising from participation in the Activities
- This includes claims based on **ordinary negligence**

This release does NOT apply to gross negligence or intentional misconduct.

4. TEXAS LAW NOTICE

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 RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

5. INDEMNIFICATION

Participant agrees to **indemnify and hold harmless** the Released Parties from any claims, damages, or expenses (including attorney's fees) arising from Participant's involvement in the Activities, including claims brought by or on behalf of minors.

6. SAFETY & HELMETS

Participant understands:

- Protective headgear (ASTM/SEI certified) is recommended
 - Use or non-use of a helmet is solely Participant's decision
 - Stable is not responsible for providing or checking safety equipment
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7. GENERAL TERMS

- This Agreement is governed by **Texas law**
 - It applies to all current and future visits
 - If any part is invalid, the remainder remains enforceable
 - Modifications must be in writing and signed by both parties
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8. PARTICIPANT REPRESENTATIONS

Participant confirms:

- I am 18 or older (or signing for a minor as parent/guardian)
 - I am physically and mentally capable of participating
 - I understand and voluntarily sign this Agreement
 - I understand I am waiving legal rights
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9. EMERGENCY CONTACT

Name: _____

Phone: _____

Relationship: _____

10. SIGNATURES

Participant Signature: _____ Date: _____

Print Name: _____

If signing for minor:

Parent/Guardian Name: _____

Signature: _____

Stable Representative: _____ Date: _____