Legacy Riding Academy

GENERAL RELEASE & LIABILITY WAIVER

I understand that I have been admitted as a guest of Nancy Rogers dba Legacy Riding Academy ( “Stable”) and

Hill Country Peruvians ( “Stable” ) based in material part on this General Release and Waiver.

I have been fully informed of the nature of the Stable’s activities and the physical dangers therein.

As a guest of the Stable I intend to and will engage in dangerous physical activities and classes on the Stable’s

premises. I understand that these physical activities involve certain risks and exposure to personal

injury, which risks and exposure I voluntarily assume for myself and any member of my family, including family

who visit the Stable. I hereby acknowledge the inherent risks involved in riding and working in close proximity to

horses among other risks, and I further acknowledge that both horse and rider can be injured in normal use or in

competition and schooling.

In consideration of the signing of this release ( Release ) in exchange for receiving lessons from Stable, regardless of

whether a fee is paid for the lesson, I, the following listed individual and the parents or legal guardians thereof if a minor,

do hereby agree to hire the Stable to provide a horse, tack, and/or equipment, or any combination of the afore mentioned,

for the purpose of riding lessons. Rider, and the parents or legal guardians thereof if a minor, heirs, estate, assigns, including all minor children and personal representatives, shall be subject to the terms of this Release. Rider represents that he/she does not have any physical and/or mental conditions, problems, and /or disabilities which may affect his/her safety to ride a horse.

In the event that the Rider is invited to or volunteers to be a “helper” at the Stable or any event that the Stable participates in, this waiver also applies to those instances. All “helpers” or “volunteers” agree to and are subject to the rules that apply to those instances.

NATURE OF HORSES: Rider understands that horseback riding is classified as a rugged adventure recreational sport activity, and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. Related injuries can be severe. Rider understands that no horse is completely safe. 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, changing directions or speed at will, bucking, rearing, kicking, biting, or running from danger.

CONDITIONS OF NATURE: Rider understands that Stable is NOT responsible for total or partial acts, occurrences or elements

of nature, such as thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which can scare a horse,

cause it to fall, or react in some other unsafe way. Stable reserves the right to cancel or reschedule any riding lesson appointments because of any of the preceding, at Stables discretion, which may make riding hazardous.

I fully understand that horseback riding and trail riding (which includes riding over fences and other obstacles, and

steep and rough terrain) are VERY dangerous activities. I fully understand that riding is a very dangerous activity with

many inherent risks including (i) The propensity of an equine to behave in dangerous and unpredictable ways which may

result in injury to the rider, trainer, groom and handler. (ii) The inability to predict and equine’s reaction to sound,

movements, objects, persons or animals, (iii) Hazards of surface or subsurface conditions and riding over unknown terrain

where hazards may be hidden by vegetation or development. I wish to participate in these activities knowing they

are dangerous. I accept and assume all the risks of injury (including death) to me and/ or my property.

In Consideration for the privilege of riding and working around horses at the Stable, I do hereby agree to hold harmless

and indemnify the Stable and further release them from any liability or responsibility for accident, damage , injury, illness

or death while on the premises of the Stable or while participating of off premises activities with the Stable, including

Horse Shows, Events, Exhibitions, trail rides and any other activities that include the Stable, the Stable’s staff and volunteers

or the Stable’s Horses or horses used by the Stable for these activities

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In Consideration of mutual covenants contained herein and other good and valuable consideration, including use of the

Stable’s facilities and the admission of my family including children, the receipt and sufficiency of which is hereby

acknowledged, I hereby release in full and forever discharge the Stable, its Directors, Officers, Shareholders, Agents,

Employees, volunteers and Hill Country Peruvians and Legacy Riding Academy and all other members of their families, their Representative Heirs, Executors, Administrators and Personal Representatives, from any and all injury, liability, damages, claims, demands, and/or causes of action relating to or deriving from any injury to me or any member of my family, including children, during or arising out of the use of the Stable, facilities or participation on any Stable event (e.g. lesson, classes, seminar, camp, trail ride etc.) including all risk connected therewith, whether foreseen or unforeseen.

I also agree that if anyone makes a claim because of injury to me or my minor child(ren) ( including death), or for any damage to my property, I will keep those released by this agreement free of any damages or costs because of those claims, Furthermore, my

signature hereby also indicates my agreement to wear a hard hat or helmet at all times while riding at the Stable as long as I am

under the age of 18.

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Furthermore, by signing this agreement, I and all parties aforementioned, also agree that any and all claims, disputes

or controversy shall be exclusively resolved by first trying to settle by mediation, failing which, the settlement of the

dispute shall be by binding arbitration under the Texas Alternative Dispute Resolutions Act.

I also agree that this agreement as well as any and all actions resulting from my participation or interaction with the

Stable shall be governed exclusively by Texas State Law.

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.

SIGNER STATEMENT OF AWARENESS

WE HAVE READ AND UNDERSTAND THE FOREGOING RELEASE,

WARNINGS AND ASSUMPTION OF RISK.

Print Name (Participant):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_D.O.B.\_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name (Parent/Guardian):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relationship:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Participant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( if Rider is under 18 Years old )

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as parent/guardian, give my consent to Legacy Riding Academy the permission to use images of my child and/or myself for publication on websites, Facebook, news media, etc. for promotional purposes, [] including name and city or [] not to include name and city. (check one)

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