

Holland Equestrian Farm Lesson Release Form

This release of liability is made and entered into on this the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2020,

By and between Samantha Bogan hereinafter designated Owner and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter designated rider; and if rider is a minor, Rider’s Parents or legal guardian, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In return for the use today and all days in the future of the property, facilities and service of the owner, the rider or legal guardians, his heirs, assigns and legal representatives, hereby expressly agree to the following:

\_\_\_\_1. The rider is responsible for full and complete insurance coverage on his horse, his personal property and himself.

\_\_\_\_2. The rider understands that there are RISKS IN AND AROUND ALL EQUINE ACTIVITIES, and that an equine activity sponsor, professional, manager or instructor is not liable for any injury to, or death of, a rider and/or a participant in an equine activity resulting from the inherent risk of equine activities.

\_\_\_\_3. The rider agrees any and all risk involved in or arising from rider’s use of or presence upon owner/instructor property and facilities including but not limited too; the risk of death, bodily injury, property damage, falls, kicks, bites, collision of vehicles, horses or other stationary objects, fire, acts of God, and the unavailability of medical emergency attention.

\_\_\_\_4. The rider agrees to hold harmless the manager/instructor and all successors, assigns, subsidiaries, franchises, affiliates, Officers, directors, employees and agents and not liable and release them from all liability whatsoever and agree NOT TO SUE them on account of or in connection with any claim of injury damage, cost or expenses arising out of riders use of the property Or facilities, including without limitations to those based on death, bodily injury, property damage, including consequential

Damages, except if the damages are caused by willful and direct gross negligence on the part of the manager/instructor.

\_\_\_\_5. The rider agrees to defend owner/instructor against, and hold harmless from any and all claims due to damages, Judgments, or any other costs, including but not limited to attorney’s fees, which result from the rider’s use of the owner/instructor’s property or facility.

\_\_\_\_6. Rider agrees to follow safety rules and regulations and is required to wear a helmet at all times while mounted.

\_\_\_\_7. This contract is non-assignable and non-transferable and is made in and entered into the State of Texas, and shall be enforced and interpreted under the laws of the state of Texas. Should any clause be in conflict with the State Laws, then that clause is null and void.

THIS CONTRACT, WHEN SIGNED, IS BINDING ON BOTH PARTIES SUBJECT TO THE TERMS LISTED ABOVE.

\*\*WARNING\*\* UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMIDES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVIESRESULTING FROM THE INHERENT RISK OF EQUINE AND EQUINE ACTIVITIES

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RIDER OR GUARDIAN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER/INSTRUCTOR