

OAK HOLLOW EQUESTRIAN CENTER, LLC

a Texas limited liability company

AGREEMENT, RELEASE, and INDEMNITY

Elizabeth Savelli – President

OFFICE: 281-890-4420
www.oakhollowec.us

EMAIL: OakhollowEC@gmail.com

DATE: _____ WHO IS RIDING INSTRUCTOR? _____

PARTICIPANT NAME: _____

HOME ADDRESS: _____ CELL PHONE: _____

EMAIL ADDRESS: _____ OTHER PHONE: _____

DOB: _____ NOTES: _____

NAME OF PARENT/GUARDIAN: _____

ADDRESS OF PARENT/GUARDIAN: _____

EMERGENCY CONTACT PERSON: _____

(Other than Parent/Guardian please)

EMERGENCY CONTACT PHONE: _____

FAMILY PHYSICIAN NAME: _____ Phone: _____

MEDICAL INSURANCE: Name of Insurance Company: _____

Policy Number: _____ Phone Number: _____

BOARDING PROVISIONS

FULL BOARD FOR (horse name): _____

NAME OF OWNER OF HORSE (Participant): _____

NAME OF PERSON RIDING HORSE: _____

ADDRESS OF PERSON RIDING HORSE: _____

BIRTHDATE OF PERSON RIDING HORSE: _____


VETERINARIAN: _____ PHONE: _____


FARRIER _____ PHONE: _____

Participant agrees that failure to make payment of board, fees or other charges owed to OHEC when due shall be sufficient basis for action up to and including sale of the above named horse. All signatory Participants herein shall be jointly and severally liable for all such sums, plus reasonable legal fees and costs incurred in collecting any unpaid balances.



Initials

 Initials: _____ Participant acknowledges OHEC's lien as provided by the Texas Property Code, Section 70.003(a), A stable keeper with whom an animal is left for care has a lien on the animal for the amount of the charges for the care.

 Initials: _____ **PARTICIPANT AGREES TO NOT LEAVE CHILDREN UNDER 15 YEARS OF AGE AT OR ON THE PREMISES OF OAK HOLLOW EQUESTRIAN CENTER, LLC, WITHOUT ADULT SUPERVISION (unless with prior written consent from OHEC.)**

 Initials: _____ The initial monthly boarding fee shall be \$ _____

 Initials: _____ **YOUR BOARDING FEE IS DUE THE 1st OF EACH MONTH.**

AGREEMENT, RELEASE and INDEMNITY


This Agreement, Release and Indemnity is by and between **OAK HOLLOW EQUESTRIAN CENTER, LLC**, a Texas limited liability company, herein referred to as "OHEC",

and _____
herein referred to as "Participant", and as used herein, the term "Participant" also refers collectively to the signatory Parent or Legal Guardian of Participant.

Participant is desirous of utilizing the premises, facilities and equipment of OHEC for the purpose of enjoying equestrian activities, such as boarding horses, riding horses and other equestrian activities.

For and in consideration of the mutual benefits to be derived herefrom, and for the consideration of OHEC providing use of the facilities, animals and equipment to Participant, as agreed to by the parties, Participant hereby acknowledges Participant has knowledge that such activities contain risks of property damage, personal injury and death resulting 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, specifically including, but not limited to; (1) 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; (2) 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; (3) 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; (5) 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; or (6) other unforeseeable causes.

Participant to abide by all the rules and regulations of OHEC now in effect or hereafter adopted. Participant understands that failure to comply with the same may result in termination of this Agreement.

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Initials

The undersigned parties acknowledge that you may be videotaped, photographed or recorded for marketing purposes. By your agreement hereto, and by entering the premises of OHEC, you irrevocably grant to OHEC the right to use your image, voice and likeness anywhere for any purpose, in any media, without payment, right of approval or right of action against OHEC and those acting on its behalf for any claim of damages or violation of rights.

Participant does hereby agree to ASSUME ALL RESPONSIBILITY AND RISK arising out of the use of the premises, facilities, animals and equipment of OHEC, and Participant does hereby RELEASE OHEC from any and all claims and causes of action, whether arising in tort, contract, or otherwise, relating to any loss to Participant of property, personal injury or death, and Participant does hereby RELEASE, acquit, and forever discharge OHEC, its employees, officers, directors, and representatives from any and all claims, demands, or causes of action.

INDEMNITY. OHEC and its employees, officers and agents shall not be liable to Participant or to Participant's visitors, invitees, or any other persons for any injury or death to any such persons or for any damage to personal property. PARTICIPANT AGREES AND COVENANTS TO INDEMNIFY, DEFEND AND HOLD HARMLESS OHEC, ITS AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS AND ASSIGNS against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense thereof arising from Participant's use of the premises, facilities, animals or equipment of OHEC, other than matters caused by OHEC's gross negligence or willful misconduct. In the event that any action or proceeding is brought against OHEC by reason of any of the above, Participant further agrees and covenants to defend the action or proceeding by legal counsel acceptable to OHEC.

Participant hereby acknowledges receipt of the following Statutory warning:

WARNING: UNDER TEXAS LAW (TITLE 4, 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.

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 (S.B. 479), Sec. 5, eff. June 17, 2011.

Participant shall be responsible for wearing protective clothing appropriate for the particular activity Participant is participating in to avoid or lessen the severity of consequences in the event of an unfortunate accident. Such protective clothing shall specifically include a helmet when appropriate and appropriate footwear.

Participant hereby consents to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital service that may be rendered to said applicant under the general or specific instructions of any physician or hospital. It is understood that this consent is given in advance of any specific diagnosis or treatment that may be required, but is given to encourage the OHEC staff, hospital staff and such physician to exercise their best judgement as to the requirements of such diagnosis or treatment. The undersigned shall pay all fees for doctors, hospitals, ambulances and other medical charges reasonably and necessarily incurred.



Initials

The agreements and representations by Participant made in this Agreement, Release and Indemnity are made to induce the OHEC to allow Participant access to the OHEC's premises to participate in activities and utilize the premises, animals and equipment (as agreed to) and for the employees, agents and representatives of OHEC to cooperate for such activities. Participant understands that, but for the reliance upon the truth, accuracy and covenants contained in this Agreement, Release and Indemnity, OHEC would not allow Participant access to the premises.

In addition to the other provisions contained herein, this Agreement specifically includes all the provisions under "Boarding Provisions", if applicable.

This contract may be terminated by either party with WRITTEN 30-day notice.


If Participant is under age 21, then **BOTH** Participant and Parent or Legal Guardian to sign.
Participant signs regardless of age.

X _____ **Date:** _____
PARTICIPANT
Printed name: _____

IF PARTICIPANT IS UNDER AGE 21:

Parent or Legal Guardian represents that before executing this Release, the Parent or Legal Guardian has been fully informed of this Agreement's terms, contents, conditions and effect, and that Parent or Legal Guardian is legally competent to execute this Agreement, and hereby executes this Agreement, Release and Indemnity on behalf of the Participant.

X _____ **Date:** _____
Parent or Legal Guardian
Printed name: _____

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Initials