**PLEASE READ CAREFULLY BEFORE SIGNING, THIS FORM MUST BE COMPLETED BY FOR EACH PARTICIPANT**

***We welcome you and are very happy you have chosen Mill-Again Stables. We will do all we are able to provide a fun and safe experience for you and your family. In order to ride here, we require your full understanding and signing of this contract. Serious injury may result from your participation in this activity and this stable does not guarantee your safety.***

This Liability Release Agreement, hereinafter referred to as RELEASE, dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ , by and between Mill-Again Stables, LLC, hereinafter referred to as "MAS" and the following named individual, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "RIDER" [in the case of a RIDER who is a minor, the parent or legal guardian thereof must co-sign this AGREEMENT], do hereby agree as follows:

REGISTRATION OF RIDER & AGREEMENT PURPOSE: In consideration of MAS permission to use MAS owned facilities and/or horses, and the signing of this agreement, RIDER [and RIDER's parent or legal guardian if RIDER is a minor] do hereby voluntarily request and agree to participate in equestrian related activity being held at MAS, and that RIDER will either ride his/her own horse, or school horses provided by MAS. **Initials:\_\_\_\_\_\_\_\_**

AGREEMENT SCOPE, TERRITORY AND DEFINITIONS: This RELEASE shall be legally binding upon RIDER, RIDER's parent or guardian if RIDER is a minor, RIDER's heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of PARK LANE's physical location. Any disputes by the RIDER shall be litigated in and venue shall be the county in which PARK LANE is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term “HORSE” herein shall refer to all equine species. The term “HORSEBACK RIDING” herein shall refer to riding or otherwise handling of horses, ponies, mules or donkeys, whether from the ground or mounted. The term “RIDER” shall refer to the above registered individual and the parents or legal guardian thereof if a minor, as a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. **Initials:\_\_\_\_\_\_\_\_**

ACTIVITY RISK CLASSIFICATION: 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 activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products), horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. **Initials:\_\_\_\_\_\_\_\_**

RIDER RESPONSIBILITY: RIDER understands that upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. RIDER agrees that he/she is responsible for his/her own safety, including that of an unborn child, if RIDER is pregnant. Pregnant women should ride horses only under the advice of their physician. **Initials:\_\_\_\_\_\_\_\_**

CARRY-ON OBEJECTS AND SHARP NOISES: RIDER may not carry loose items while riding which may fall, blow away, flap in the wind or make sharp noises. Some examples include but not limited to cell phone, pagers or jewelry. **Initials:\_\_\_\_**

NATURE OF MAS’s SCHOOL HORSES: RIDER understands that MAS chooses its school horses for their calm dispositions and sound basic training as is required for use for riders, and MAS follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground, it will generally be at a distance of from 3-1/2 to 5-1/2 feet, and the impact may result in injury to the RIDER. **Initials:\_\_\_\_\_\_\_\_**

CONDITIONS OF NATURE AND INSPECTION OF PREMISES: RIDER understands that MAS is NOT responsible for total or partial acts, occurrences or elements of nature that can scare a horse, cause it to fall or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to the weather, temperature and natural and man-made changes in Landscape. RIDER and RIDER's parent or legal guardian if RIDER is a minor, have inspected MAS's facilities and are satisfied that all premise conditions are reasonably safe for RIDER's intended purpose, usage and presence upon MAS's premises.

**Initials:\_\_\_\_\_\_\_\_**

SADDLE GIRTHS / NATURAL LOOSENING: RIDER understands that saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a RIDER notices this, he/she must alert the riding instructor as quickly as possible so action can be taken to avoid saddle slippage and a potential fall from the animal. **Initials:\_\_\_\_\_\_\_\_**

ACCIDENT / MEDICAL INSURANCE: RIDER agrees that should emergency medical treatment be required, RIDER and/or RIDER's accident/medical insurance company shall pay for all such incurred expenses. RIDER's accident/medical insurance company is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In the event of an accident, RIDER authorizes MAS to arrange for emergency medical treatment as needed. **Initials:\_\_\_\_\_\_\_\_**

PROTECTIVE HEADGEAR and SAFETY GEAR WARNING: I understand that it is the recommendation of MAS to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. MAS is not expected to provide said equipment. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. **Initials:\_\_\_\_\_\_\_\_**

LIABILITY: RIDER agrees that in consideration of MAS' allowing RIDER's participation, under the terms set forth herein, RIDER, and RIDER's parent or guardian if RIDER is a minor, do agree to hold harmless and release MAS, its owners, agents, employees, officers, members, instructors, premises owners, affiliated organizations and insurers from legal liability due to MAS's ordinary negligence; and RIDER, and RIDER's parent or guardian if RIDER is a minor, further agrees that except in the event of MAS's gross and willful negligence, RIDER, or RIDER's parent or guardian if RIDER is a minor, shall bring no claims, demands, actions and causes of action, and/or litigation, against MAS and ITS ASSOCIATES as stated above in this clause, for any economic and noneconomic losses due to bodily injury, death, property damage, sustained by RIDER, RIDER's minor child or legal ward in relation to the premises and operations of MAS, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of MAS. **Initials:\_\_\_\_\_\_\_\_**

PHOTO RELEASE: RIDER grants MAS per-mission and all rights to use any photograph of RIDER, taken on MAS premises or at any MAS activity, in any MAS promotion or marketing effort. \_\_\_\_YES or \_\_\_\_NO

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| **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 ACTIVITES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.** |

ALL RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT:

I/We, the undersigned, have read and do understand the foregoing RELEASE, warnings, release and assumption of risk. I/We further attest that all acts relating to the applicants physical condition, experience & age are true and accurate.

Signature of Rider Name (please print) Date

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Signature of Parent or Guardian Name (please print) Date

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