**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS,**

**EMPLOYEES AND AGENTS (“THE RELEASEES”).**

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 RISK OF EQUINE ACTIVITIES – **WARNING**

Any dispute regarding this Agreement shall be resolved in Brazoria County, Texas using Texas law to govern this Agreement.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(and my minor child\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)(hereinafter the “Undersigned”) reside at (Street Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

in (City)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (State, Zip) \_\_\_\_\_\_\_\_\_\_\_\_\_,

Phone number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.
2. **ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND INSOME CASES DEATH** because of the unpredictablenature and irrational behavior of horses, regardless of their training or past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by Silver Spur Stables, LLC.

1. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE:** Silver Spur Stables, LLC for any loss, damage, injury (including death) or cost to me or my child’s arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Silver Spur Stables, LLC.
2. **RELEASE** Silver Spur Stables, LLC from any claim that such Silver Spur Stables, LLC were negligent in connection with my or my child’s riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Silver Spur Stables, LLC or being on the premises of the Stable, which resulted in loss, damage, injury or death.
3. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** Silver Spur Stables, LLC from and against any loss, liability,damage or cost they may incur arising out of or in any way connected with either my or my child’s handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided therewith from or contributed to by my or my child’s own negligence.
4. Agree to abide by and follow any instructions given or rules established by Silver Spur Stables, LLC is with regard to my or my child’s riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.
5. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Texas and is intended to be as broad and inclusive as is permitted by Texas law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
6. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Silver Spur Stables, LLC for any injury or damage in breach of this contract, the Undersigned will pay all attorney’s, court fees and all costs incurred by Silver Spur Stables, LLC in defending such an action.
7. IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD’S SAFETY. I (AND FOR MY CHILD) DECLINE TO WEAR A HELMET (PLEASE INITIAL HERE): \_\_\_\_\_\_\_\_\_\_\_\_\_\_

*I agree to hold harmless, RELEASE, DEFEND, and INDEMNIFY the RELEASED PARTIES of and from all past, current and future claims, causes of action and legal liability that I and/or my minor child(ren) or ward(s) may have against them including any causes of action for our bodily injuries, death or property damage, even if same are wholly caused as a result of any negligence or gross negligence on the part of any of the Released Parties and even if resulting from any activities not inherent to the risks of equine activities and this agreement to indemnify the Released Parties includes an agreement to indemnify them for any claims brought by any third parties as a result of such above referenced injuries and damages suffered by me (or my minor child(ren) or ward(s)) including any claims brought by any hospital, medical provider, insurance company, governmental agency or any claims by any third party (sued by us for our injuries and damages) seeking contribution from the Released Parties. If our Guest should suffer any damages for bodily injuries, death or property damage while on Silver Spur Stables, LLC**premises and/or while at any offsite event involving any equine activities and/or while traveling with any Released Parties to/from any such offsite event then – even if such injuries and damages are wholly caused by any negligence or gross negligence on the part of any Released parties – I nevertheless agree that (a) if the Guest sues me I shall not see contribution from the Released parties; (b) if the Guest sues the Released Parties I shall defend and indemnify the Released parties for such claims; (c) if the Guest sues a third party who then seeks contribution from the Release Parties I shall defend and indemnify the Released Parties for such claim.*

**I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to** **Silver Spur Stables, LLC allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.**

**Signature:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age (if under 21): \_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME & SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME & SIGNATURE OF PARENT, GUARDIAN OR SPOUSE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_