

## Horseback Riding/ Handling Release Form

### PARTICIPANT AGREEMENT, RELEASE, ACKNOWLEDGMENT OF RISK

**WARNING: UNDER TEXAS LAW CHAPTER 87 CIVIL PRACTICE AND REMEDIES CODE; A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITY.**

In consideration of the services of the \_\_\_\_\_ their agents, owners, family members, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, my children, my parents, my heirs, assign, personal representative and estate, and any of my friends or relatives that I allow to ride on said property with or without Jill Hanson or Russell Wiese's knowledge as follows.

1. I acknowledge that my participation in horseback riding/handling activities entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, but are not limited to:** Riding / Handling programs are based in the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in horseback activities and its potential for slips and falls and falling; dragging; kicks, bites, bruising, pinches; scrapes; twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards, and even death. During an activity there may also be contact with plants, other animals or insects that could create hazards such as injuries, stings, snake bites, allergies, and associated diseases or death. Furthermore, JKKH Enterprises, LLC and employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the \_\_\_\_\_ from any and all claims, demands, or causes of action, which are in any way connected with any participation in this activity or my use and or handling of horses, equipment or facilities, **including any such Claims which allege negligent acts or omissions of the JKKH Enterprises, LLC., the owners, or the employees or volunteers.**

4. I, for myself and/or on behalf of my child or legal ward acknowledge that we should wear protective headgear while riding or being around horses in order to reduce the severity of some head wounds and possibly to prevent my/our death.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I understand that due to the remote location, medical services are limited and I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against the \_\_\_\_\_, its owners or family members and/or \_\_\_\_\_, I agree to do so solely in the state of Texas within 30 days of the event which initiated the suit, and I further agree that the substantive law of that state shall apply that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. Should the \_\_\_\_\_, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the \_\_\_\_\_ on the basis of any claim from which I have released herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_ Phone: \_\_\_\_\_

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