

# Release of Liability Adult/Minor

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between LoneStar Outreach to Place Ex-racers, dba LOPE Texas, hereinafter referred to as LOPE and \_\_\_\_\_, hereinafter referred to as RIDER, and if Rider is a minor, Rider's parent or guardian, \_\_\_\_\_. In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of LOPE and agents; Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risks.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons around them; the unpredictability of equine's reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting with in such participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow LOPE's rules and regulations which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to LOPE.

Rider expressly releases LOPE from any and all claims or personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by LOPE or its representatives, agents or employees.

## WARNING

**Warning - Under Texas Law (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.**

2. Rider (or Rider's parent or guardian) agrees to hold harmless, indemnify and defend LOPE against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may arise from or be in any way connected with Rider's use of or presence upon the property of LOPE and the facilities located thereon. IN the event rider is a minor, the parent or guardian shall further indemnify, defend and hold LOPE harmless by said minor child, regardless of any statute of limitations or contractual limitation of actions.

3. In the event Rider is using own horse, or a horse(s) not owned by LOPE, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. LOPE reserves the right to refuse access or use of any horse upon the premises that does not appear to LOPE to be in good health, or is deemed dangerous or undesirable.

4. Rider agrees to waive protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend claims, material or otherwise, which said person giving the release does not know or suspect exist at the time of executing said release.



\_\_\_\_\_  
LOPE

\_\_\_\_\_  
Rider

901 Darden Hill Rd.  
Driftwood, TX 78619

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Parent or Guardian if Rider is a Minor