



## **Liability Release Form**

In consideration of the services of Blackjack Lane Equestrian LLC, operator of Blackjack Lane Equestrian LLC, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Blackjack Lane Equestrian"), I hereby agree to release, indemnify, and discharge Blackjack Lane Equestrian on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I understand the potential dangers that could incur in the mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks, I hereby release the owners and company of the stables, it's officers, directors, shareholders, employees and anyone else directly or indirectly connected with the stable from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by BLACKJACK LANE EQUESTRIAN, LLC, or PRIVATE PARTY.
2. **ACTIVITY RISK CLASSIFICATION** – Horseback riding is classified as 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.
3. **RIDER RESPONSIBILITY** – 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. The RIDER shall be responsible for his/her own safety.
4. **PROTECTIVE HEADGEAR WARNING** – I have been fully warned and advised by Blackjack Lane Equestrian that the RIDER should purchase and wear protective headgear (ASTM/SEI certified riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Minors 18 and under are required to wear protective headgear both MOUNTED and UNMOUNTED when handling any equine. This includes in pastures when haltering and in stalls, around any equine.
5. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.
6. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.
7. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death, or property damage from: mounting, riding, dismounting, walking, grooming, feeding, use of: horse barn, paddock, trails, or horse arena, in any capacity, falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.
8. The person who acts in manager role or assumes the activities for the whole so that the stable may run smoothly and independently, acts so on their own behalf, does not represent the stable owners in any way.
9. I take full responsibility for all parties that will accompany myself or the rider listed below to the barn and they will also not hold Blackjack Lane Equestrian liable for any harm, damage or injury to themselves or others or their personal property.
10. Should Blackjack Lane Equestrian 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.
11. I certify that I have adequate insurance to cover any injury or damage myself or my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that my child may have.
12. I hereby certify that myself or my child is/are physically able to participate in equine activities and that myself or my child do/does not have any medical condition that would cause them not to be able to participate or would increase their risk of injury. Blackjack Lane Equestrian reserves the right to seek medical clearance for anyone that participates in Blackjack Lane Equestrian activities if in the reasonable opinion of Blackjack Lane Equestrian's such medical clearance is appropriate.
13. If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 30 days administered under Drew | McCallum located at 2101 CityWest Blvd. St. 100, Houston TX, 77042 before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that parties are unable to agree on a mediator, a mediator shall be appointed by the named administrator. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
13. In the event that I file a lawsuit against Blackjack Lane Equestrian, I agree to do so solely in Harris County Texas, and I further agree that the substantive law of Texas shall apply in 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 document shall remain in full force and effect.

### **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 EQUINE, ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.**

By signing this document, I acknowledge that if anyone is hurt, during my or my child's participation in activities at Blackjack Lane Equestrian, I may be found by a court of law to have waived my or my child's right to maintain a lawsuit against Blackjack Lane Equestrian on the basis of any claim from which I have released them 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.

BY SIGNING I AM WAIVING MY RIGHT TO SUE IN THE EVENT OF INJURY TO MYSELF, CHILD OR OTHER INDIVIDUAL BROUGHT ONTO THE PREMESIS UNDER MY SUPERVISION.

Printed name of Responsible Party: \_\_\_\_\_ for (participant name): \_\_\_\_\_

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