



Release from Liability
Hold Harmless Agreement

This Release From Liability is made and entered into on this ___ day of ___, 20___, by and between Brian Keadle, Samantha Keadle, and Harris Ranch and all of its owners and agents hereinafter designated Manager and hereinafter designated Rider/Horse Owner, and if Rider/Horse Owner is a minor, Rider/Horse Owner's parent or guardian, ___. In return for the use, today and on all future dates of the property, facilities and services of the Manager, the Rider/Horse Owner, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

- 1. It is the responsibility of the Rider/Horse Owner to carry full and complete insurance coverage on his/her horse, personal property and himself/herself if so desired by the Rider/Horse Owner.
2. Rider/Horse Owner agrees to assume any and all risks involved in or arising from the Rider/Horse Owner's use of or presence upon Manager's property and facilities including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care or the negligence or deliberate act of another person.
3. Rider/Horse Owner fully understands that there are inherent dangers, hazards, and risks associated with equine activities and that injuries resulting from these risks are a common occurrence. Risks include but are not limited to:
A. the propensity of any equine to behave in ways that might result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people, or objects
B. the unpredictability of an equine's reaction in such things as sound, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects.
C. the potential for other participant(s) to act in a negligent manner that might contribute to injury to themselves or others, such as failing to act within their ability or to maintain control over an equine.
3. Rider/Horse Owner agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees, agents, and trainer completely harmless and not liable and release them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider/Horse Owners use of, presence upon, or horse training on the Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Manager.
4. Rider/Horse Owner agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Rider/Horse Owner agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arise from the Rider/Horse Owner's use of or presence upon the Manager's property and facilities.
6. Rider/Horse Owner agrees to abide by all of Manager's rules and regulations.
7. If Rider/Horse Owner is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
8. This contract is non-assignable and non-transferable and is made and entered into the State of Texas, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider/Horse Owner and Rider/Horse Owner's parent or guardian, if Rider/Horse Owner is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions
9. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE OR PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.
10. This agreement shall be construed under the laws of the State of Texas. Any litigation between the parties shall be brought in a court of law in Live Oak County Texas and Buyer acknowledges and accepts the jurisdiction of any such court. This agreement binds the parties hereto their successors, heirs, personal representatives and assigns.

I, _____, the undersigned have read and understood, and freely and voluntarily enter into this Release and Hold Harmless agreement with Harris Ranch, understanding that this Release and Hold Harmless agreement is a waiver of any and all liability(ies).

Owner/Agent Harris Ranch (Manager) Date

Address of Rider/Horse Owner

Rider/Horse Owner Date

Rider/Horse Owner Contact phone numbers

Rider/Horse Owner Parent/Guardian Date

Email Address of Rider/Horse Owner