

LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING, THIS FORM MUST BE COMPLETED BY AND FOR EACH PARTICIPANT

We welcome you and are thrilled you have chosen Southern Cross Equestrian. We will do everything we can to provide a fun and safe experience for you and your family. In order to ride here, we require your full understanding and signing of this Liability Release Agreement. Serious injury may result from your participation in this activity and this stable does not guarantee your safety or that of your boarded horse(s).

This Liability Release Agreement, hereinafter referred to as RELEASE, dated this _____ day of _____, 20____, by and between **Southern Cross Equestrian of Terrell, LLC**, hereinafter referred to as "**SCE**" and the following **name of participant** _____, hereinafter referred to as "**RIDER**" [in the case of a RIDER who is a minor, the parent or legal guardian thereof must co-sign this AGREEMENT], do hereby agree as follows:

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.

AGREEMENT SCOPE, TERRITORY AND DEFINITIONS

This RELEASE shall be legally binding upon RIDER, RIDER's parent or guardian if RIDER is a minor, RIDER's heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of SCE'S physical location. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules or donkeys, whether from the ground or mounted. The term "RIDER" shall refer to the above registered individual and the parents or legal guardian thereof if a minor, as a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.

ACTIVITY RISK CLASSIFICATION

RIDER understands that horseback riding is classified as a "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. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

There is inherent risk and danger in riding horses and similar animals ("horses") and engaging in related activities involving horses such as shows, trail rides, teaching, daily lessons and transportation. These risks include:

- The propensity of a horse to behave in ways that may result in injury, death or loss to persons on or around the horse.
- The unpredictability of a horse's reaction to sounds, movement, unfamiliar objects, persons or other animals.
- Hazards, including, but not limited to, surface or subsurface conditions.
- A collision with another horse, another animal, a person or an object.

- The potential of a participant in a horse related activity to act in a negligent manner that may contribute to injury, death or loss to the person of the participant, or to another persons, including, but not limited to, failing to maintain control over a horse or failing to act within the ability of the participant.

RIDER RESPONSIBILITY

RIDER understands that 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. RIDER agrees that he/she is responsible for his/her own safety, including that of an unborn child, if RIDER is pregnant. Pregnant women should ride horses only under the advice of their physician. SCE advises pregnant women not to ride horses.

CONDITIONS OF NATURE

RIDER understands that SCE is NOT responsible for total or partial acts, occurrences or elements of nature that can scare a horse, cause it to fall or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to the weather, temperature and natural and man-made changes in Landscape.

In consideration of SCE's permission to use SCE's owned facilities and by signing this, I recognize and understand the risks and dangers described above and hereby waive any claim against, and hereby release, each of Southern Cross Equestrian (SCE), its trustees, its officers, its employees and its agents (each a "Released Party") with respect to any tort or other civil liability or obligation to the undersigned, or the heirs, successors and assigns of the undersigned arising out of or relating to the participation by _____ (name of participant) in any horse related activity operated or sponsored by SCE or any other Released Party.

I also acknowledge I have received, read and will follow SCE Horse Barn Rules.

Participant Name (printed)

Participant Name (signature)

Date

Parent/Guardian Signature

Date
