

Scissortail Hill Equestrian, LLC
Student and Camper Agreement, Release and Waiver of Liability
(Under Age 18)

As the parent or legal guardian of _____ (“**Child**”), I am renting from Scissortail Hill Equestrian, LLC (“**Stable**”) a horse, tack and equipment for the purpose of horseback riding today and on all future dates. ***I understand that by signing this Agreement I am binding myself, Child, Child’s parents and legal guardians, and their respective heirs, estates, assigns and personal representatives (together, the “Bound Parties”).***

I advise Stable that Child has the following physical and/or mental health condition, problem or disability which may affect Child’s safety and/or ability to ride a horse:

_____.

I advise Stable that Child is currently on the following medications:

_____.

I agree that if emergency medical treatment is required for Child either I or my insurance company will pay ALL incurred expenses. ***If an accident or injury occurs I authorize Stable to provide or arrange for emergency medical treatment for Child as needed and to release any medical information available to the authorized individual or agency involved in the medical treatment.*** My insurance company is _____ and my insurance policy number is _____.

I understand that in this Agreement the term “**horseback riding**” means riding, handling, grooming and general care of horses, the term “**horses**” means all equine species (including horses, donkeys, mules and ponies), and the term “**rider**” means a person who mounts a horse or handles, grooms or comes near a horse while on the ground.

I understand that horseback riding is an ***inherently dangerous activity*** and that there are numerous risks that may or may not be apparent in horseback riding regardless of safety precautions. ***I understand*** that horseback riding, whether in an enclosed riding arena, on a trail or in a pasture, and whether mounted, while working with a horse on the ground, or while grooming, bathing, and/or tacking, involves a calculated risk to riders; ***I further understand*** that riding in unenclosed areas constitutes an additional risk.

I understand that although Stable chooses its school horses for their calm dispositions and sound basic training, no horse is completely safe. If a horse is frightened or provoked it may forget its training and act according to its natural survival instincts without warning or any apparent cause. ***I understand*** that among other things, a horse may buck, rear, stop suddenly, change direction or speed at will and unpredictably, shift weight in a manner that throws a rider off balance, bite, kick, spook, jump an obstacle, step on, push or shove a rider. Further horses may trip, stumble or fall. ***I understand*** that any of these may cause a rider to fall, be thrown, jolted, injured or killed and ***I understand*** the unpredictability of horses and agree to assume all risk inherent in horseback riding.

I understand that the outdoor activities are inherently risky; that the ground may have holes, rocks, roots, and uneven areas and there may be present or occur elements of nature that include but are not limited to wind, thunder, lightning, water, falling trees or branches, natural or man made changes in landscape, and interference by wild or domestic animals, insects and/or reptiles, including poisonous insects and reptiles. These animals, insects and/or reptiles may walk, run or fly nearby or bite or sting a horse or rider. ***I agree*** that Stable is ***not*** responsible for acts, occurrences or elements of nature that can scare a horse, cause it to fall or cause it to react

in an unsafe manner. ***I understand*** that the Stable is situated in a rural area where wild and domestic animals, insects and reptiles are common and all outdoor risks apply.

I understand that upon mounting a horse the rider is in ***primary control*** of the horse. The rider's safety largely depends upon his or her ability to carry out simple instructions and his or her ability to remain balanced aboard a moving animal. ***I agree*** that rider is responsible for his or her own safety.

I understand that rider must not carry items while horseback riding that may fall, blow away, or flap in the wind or make sharp or sudden noises that could frighten a horse. Examples include but are not limited to cellular phones, pagers and jewelry. ***I understand*** that rider must not make sharp or loud noises such as screaming or yelling that may scare a horse.

I understand that Stable requires that Child wear protective head gear (equine safety helmet), at a minimum, while mounting, riding, and dismounting and ***I agree*** that Stable may require protective head gear in connection with ground based horseback riding. ***I understand*** that although protective head gear is intended to prevent or reduce the severity of head injuries, there is no guaranty that protective head gear will be effective to prevent or reduce an injury. ***I acknowledge*** that protective head gear provided by Stable is not custom fit and agree that I am responsible for fitting protective head gear for Child.

I understand that Stable requires that Child wear appropriate dress while horseback riding. Appropriate dress means at a minimum, but is not limited to, long pants and hard soled, enclosed shoes or boots. ***I agree*** that I am responsible for furnishing appropriate dress for Child.

I agree that Child must abide by and follow all instructions given and rules established by Stable regarding Child's use of the horse, equipment and gear provided by Stable.

I voluntarily assume the risk of injury and death that is inherent in outdoor activities generally, in the use of Stable's horses, facilities and horseback riding gear and equipment, and in the use of my own horses and horseback riding gear and equipment.

I RELEASE, DISCHARGE AND PROMISE NOT TO SUE Stable, its members, managers, employees, owners and agents ("Released Parties") from and in regard to all loss, liability, damage or cost arising out of or related to any loss, damage, injury or death to Child's person or property arising from or related to horseback riding. ***I am releasing*** THE RELEASED PARTIES FROM CLAIMS THAT THE RELEASED PARTIES ARE OR MAY BE NEGLIGENT IN CONNECTION WITH CHILD'S RIDING EXPERIENCE OR ABILITY INCLUDING BUT NOT LIMITED TO TRAINING, SELECTING HORSES, USE AND CONDITION OF STABLE'S FACILITIES, MAINTENANCE, CARE, FIT OR ADJUSTMENT OF TACK, INSTRUCTION ON RIDING SKILLS OR LEADING AND SUPERVISING RIDERS. ***I agree*** that if I file a lawsuit against any Released Party and do not win a judgment against the Released Party I must pay all attorneys' fees incurred by the Released Party resulting from the lawsuit.

I understand that this Agreement is governed by the law of the State of Texas.

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP ON YOUR BEHALF AND ON BEHALF OF THE OTHER BOUND PARTIES CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY DAMAGE. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR INJURY TO OR THE DEATH OR A PARTICIPANT IN EQUINE ACTIVITIES THAT RESULT FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

Signature of Parent or Legal Guardian of Child

(date)

Relationship to Child

Address

Email:

Cell phone:

Home phone:

Emergency contact:

Optional Photo Release

By signing below I authorize Stable to use, reproduce and publish in print and/or electronically, any and all photographs, videography or any other audiovisual media taken of Child for any lawful purpose for the benefit of Stable or its programs, including publicity, illustration, advertising and website content.

Print Name: _____