

Scissortail Hill Equestrian, LLC
Agreement, Release and Waiver of Liability/Open Cross Country Schooling

You may only school in groups – no rider may school alone. Each group must have one person un-mounted with a working cell phone available to aid in handling emergencies. In an emergency, dial “911” and give directions to Scissortail Hill Equestrian, 9513 US Highway 183 SOUTH, Austin, Texas.

Check each obstacle before you school over it to be certain the obstacle is clear of hazards such as fallen branches or cracked or soft earth. Do not jump any obstacle that has been marked “closed” or “under construction”. Most obstacles can be jumped from either direction so be certain that no one is approaching from the other side before you jump. Take special care when schooling multiple obstacles. Report any mishaps (including all falls – regardless of apparent injury) immediately to Paulina or Nicci.

Please note: All riders under the age of 21 MUST school under the supervision of a qualified professional adult instructor who maintains liability insurance of at least \$1,000,000 per occurrence. All riders MUST wear an approved SEI or ASTM certified helmet with a fastened harness, boots with heels an ASTM, EN or BETA certified cross-country vest and a completed medical armband.

*Schooling Fee: \$ _____/day/horse; Check # _____, Cash \$ _____
Evidence of Insurance of Instructor provided: _____*

I, _____, have voluntarily chosen to participate in a jumping or cross country schooling event at Scissortail Hill Equestrian, LLC (“Stable”) on _____, 201_. I am not schooling on any of Stable’s horses and have brought my own horse. ***I understand that by signing this Agreement I am binding myself and my heirs, estate, assigns and personal representatives (together, the “Bound Parties”).***

I agree that if emergency medical treatment is required, either I or my insurance company will pay ALL incurred expenses. ***If an accident or injury occurs and I am unable to communicate, I authorize Stable to provide or arrange for emergency medical treatment for me as needed and to release any medical information available to Stable to the authorized individual or agency involved in the medical treatment. I agree to wear a medical armband, with all information completed, for this purpose.***

I understand that in this Agreement the term “horseback riding” means riding, handling, grooming and general care of horses and the term “rider” means a person who mounts a horse or handles, grooms or comes near a horse while on the ground and includes me while engaging in such activities.

I understand that horseback riding is an ***inherently dangerous activity*** and that there are numerous risks that exist in horseback riding regardless of safety precautions. ***I understand*** that all horseback riding involves calculated risks to riders INCLUDING the risk of death, bodily injury, damage to property, falling, being kicked, being bitten, unavailability of immediate medical care and negligence or deliberate acts of other persons. ***I further understand*** that riding in unenclosed areas increases that risk.

I understand that 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 while I am at Stable’s facility.

I understand that the ground at Stable’s facility 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 rider's ability to carry out simple instructions and rider's ability to remain balanced aboard a moving animal. ***I agree that as a rider, I am responsible for my own safety.***

I understand the danger that results when riders 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 and ***I agree*** to not carry any such items unless they are silenced. ***I understand*** that riders must not make sharp or loud noises such as screaming or yelling that may scare a horse.

I understand that Stable requires that if I am schooling on the cross-country course I must wear the protective head gear (equine safety helmet), boots with heels and a cross-country vest described above, at a minimum, while mounting, riding, and dismounting. ***I understand*** that although these items are intended to prevent or reduce the severity of injuries, there is no guaranty that protective gear will be effective to prevent or reduce an injury.

I understand that Stable requires that riders 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 will wear appropriate dress.

I voluntarily assume the risk of injury and death that is inherent in outdoor activities generally, in the use of Stable's facilities 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 person or property arising from or related to my horseback riding at Stable's facility. ***I am releasing THE RELEASED PARTIES FROM CLAIMS THAT THE RELEASED PARTIES ARE OR MAY BE NEGLIGENT IN CONNECTION WITH MY RIDING EXPERIENCE OR ABILITY INCLUDING BUT NOT LIMITED TO THE USE AND CONDITION OF STABLE'S FACILITIES.*** ***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 as a result of the lawsuit.

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

If the above named rider is under the age of 18 the undersigned is executing this Agreement as the parent or legal guardian of the rider and the term "Bound Parties" above include me, as parent or legal guardian, the rider, the rider's other parent(s) and legal guardian(s), and their respective heirs, estates, assigns and personal representatives.

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 FARM ANIMAL ACTIVITIES THAT RESULT FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

Signature (if rider is under 18, signature must be of parent or legal guardian) (date)

Address _____ Cell phone: _____
_____ Home phone: _____

Email: _____ Emergency contact: _____
Emergency contract phone: _____