

## STRATTON RIDGE EQUESTRIAN

### LESSON, HORSE RENTAL, AND ARENA USE RELEASE

WITNESS THIS RELEASE dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between OLIVIA, STEPHEN AND/OR JENNIFER FRANKLIN, hereinafter referred to as Instructor, and \_\_\_\_\_, hereinafter referred to as Rider, and, if Rider is a minor, Rider's parent or guardian, \_\_\_\_\_. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Instructor; Rider, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Instructors rules and regulations which, shall be provided in writing. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to the Instructor. Rider expressly releases the Instructor from any and all claims for personal injury or property damage, even if caused by negligence of Instructor or representatives, agents or employees.

WARNING UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE 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.

2. Rider agrees to assume any and all risks involved in or arising out of Rider's use of any equipment or livestock pertaining to taking riding lessons, the use of any arena on the premises and for purposes of taking riding lessons either on the premises or lessons given off the premises.

3. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND INSTRUCTOR AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF STEPHEN AND JENNIFER FRANKLIN AND THE FACILITIES LOCATED THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Instructor harmless from any such claims by said minor child.

4. In the event Rider is using Rider's own horse, or a horse(s) not owned by Instructor, User warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises that does not appear to Instructor to be in good health, or is deemed dangerous or undesirable.

5. User agrees to waive the protection of any applicable statutes in this 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 said release.

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Instructor

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Rider

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Parent or Legal Guardian of Rider if a Minor