



RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. PLEASE READ ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING IT. UNDER TEXAS LAW 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. (CHAPTER 87, CIVIL PRACTICE & REMEDIES CODE)

Your signature indicates your understanding of and agreement to its terms. On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, I hereby:

I, _____ on behalf of myself (and my minor child _____), Reside at _____, in _____, _____, _____ (Street Address) (City) (State) (Zip)

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse or pony may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death
2. **ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding the horse, and use of saddles, bridles, equipment and gear.
4. Release, discharge and promise not to sue the Releasees for any loss, damage, injury (including death) or cost to me or my child or my property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Releasees.
5. Release the Releasees from any claim that such Releasees were negligent in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit, or adjusting of saddles, bridles, instruction or riding skills or leading and supervising riders, which resulted in loss, damage, injury or both.
6. Indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage or cost they may occur arising out of or in any way connected with either my or my child's handling or riding horse and/ or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.
7. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk and indemnity agreement is governed by the State of Texas and is intended to be as broad and inclusive as is permitted by Texas law, and that in the event of any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred by the Releasees in defending such an action.
9. Agree to abide by and follow any instruction given or rules established by Three Wishes Traveling Natural Horsemanship or its members, managers, officers, owners, agents, partners or employees with regard to my use of the horse or any equipment or gear provided herewith.
10. **IT IS RECOMMENDED THAT I, MY CHILD AND ALL RIDERS WEAR A PROTECTIVE HELMET FOR MY OWN OR MY CHILD'S SAFETY.**
I (and for my child) decline to wear a helmet (please initial here): _____.
11. If the person who is to enter into this Agreement is under 18 years of age, his/ her parent or guardian must read this Agreement and sign below on the behalf of the minor.

I have read this document. I understand it is a promise not to sue and to release Three Wishes Traveling Natural Horsemanship, its owners, agents, representatives, contractors, employees, heirs, and family members ("The Releasees) for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Release allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

DATE

SIGNATURE