

Magical Farm Horseback Riding Lessons and Camp Liability Release

AGREEMENT SCOPE, GOVERNING LAW AND DEFINITIONS:

This agreement shall be legally binding upon me, the participant, and the parent and/or legal guardian's thereof (if minor), my heirs, estate, and assigns including all minor children and personal representatives. It shall be interpreted according to the laws of the State of Texas. If any clause, phrase or word is in conflict with state law, then that single part is null and void.

The term "Horse" herein shall refer to any equine animal as defined in Chapter 87 of the Texas Civil Practice and Remedies Code (TCPRC). Equine activity shall refer to riding, driving or otherwise handling horses, whether from the ground or mounted and any other equine activity as defined in TCPRC.

The term "participant" shall herein refer to any person who rides a horse, or otherwise drives, handles, or comes near a horse and any participant as defined in TCPRC. The terms "I", "me", "My" shall herein refer to the participant and the parents or legal guardians thereof if a minor.

EQUINE ACTIVITIES WARNING:

Under Texas Law (Chapter 87, Civil Practices and Remedies Code), an equine professional is not liable for any injury to or death of a participant in equine activities resulting from the inherent risk of equine activities.

LIABILITY RELEASE & INDEMNIFICATION:

In consideration of allowing my participation in any equine activity at Kelly Clements' farm:

1. I, the Participant, and the legal parent or guardian thereof if minor, expressly acknowledge and agree that equine activities are very dangerous and involve risk of serious injury and/or death and/or property damage.
2. I, for myself, my heirs, successors, executors and agents, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Kelly Clements**, its owners, agents, contract workers and employees, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly from or indirectly out of any damage, loss, injury, paralysis or death to me or my property as a result of my presence at or participation in any activities at or during transport to or from Kelly Clements' farm, whether such damage, loss, injury, paralysis or death results from Negligence of Kelly Clements, its owners, agents, and employees, or from some other cause.

3. I AGREE that neither I, nor anyone acting on my behalf, will make a claim against, sue or otherwise maintain action of any kind against Kelly Clements as a result of any injury, paralysis or death to me, or damage to my property.

SIGNER STATEMENT OF AWARENESS

I THE PARTICIPANT, AND THE PARENT OR LEGAL GUARDIAN THEREOF IF MINOR, HAVE READ AND UNDERSTAND THE FOREGOING WARNINGS, THE LIABILITY RELEASE AND ASSUMPTION OF RISK AND VOLUNTARILY SIGN THE AGREEMENT.

Signature of Participant

Date

Signature of Parent or Guardian

Date

E-Mail Address

Mailing Address: