

Coyote Springs Agreement and Release from Liability Contract

Please read carefully:



This **AGREEMENT AND RELEASE OF LIABILITY** is entered into on this _____ day of _____ in the year 20____, by and between Barbara Whitmire and Vaughan Henderson, 327 Cowey Ranch Rd, Seguin, TX 78155 and _____ (rider), and if Rider is a minor, the parent/guardian of Rider_____. In exchange for use of property, facilities and services of Owner, the rider, his/her heirs, assigns and legal representative, hereby expressly agree to the following:

1. I agree that horseback riding and all equine activities are inherently dangerous activities **AND** that these activities will expose me to above normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety while engaging in any and all equine activities on the Owner's property.
3. I agree to acknowledge all of Owner's rules and regulations pertaining to any and all equine activities on Owner's property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure Rider's safety while engaging in such activities.
4. I understand the risks involved in equine activities and **I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER'S USE OF OR PRESENCE UPON OWNER'S PROPERTY AND FACILITIES** while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care and/or the ordinary negligence and/or deliberate act of another person.
5. I agree that Owner, the Owner's stable, its agents, instructors and employees are **NOT** liable for any injury to or the death of Rider and/or participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Owner, Owner's stable, its agents, instructors and employees completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during the Rider's use of or presence upon Owner's property.
7. **I AGREE NOT TO SUE** Owner, Owner's stable, its agents, instructors and/or employees in association with **ANY** claims, damages, costs, or expenses arising out of Rider's use of or presence upon Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the Owner.
8. Rider is responsible for complete and full insurance coverage on himself/herself, personal property, and Rider's horse.
 - Rider and Rider's parent or guardian, (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Texas. Under Texas law, The Chapter 87 warning sign language that is now required to be posted by "Farm Animal Professionals" is as follows:

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

I have read and understand without question, this agreement and release of liability contract before having signed below.

Owner's signature

Rider's signature

Rider's Parent or Guardian's signature (if Rider is a minor)

§ 87.003. Limitation on Liability

Except as provided by Section 87.004, any person, including a farm animal activity sponsor, farm animal professional, livestock producer, livestock show participant, or livestock show sponsor, is not liable for property damage or damages arising from the personal injury or death of a participant in a farm animal activity or livestock show if the property damage, injury, or death results from the dangers or conditions that are an inherent risk of a farm animal activity or the showing of an animal on a competitive basis in a livestock show, including:

- (1) the propensity of a farm animal or livestock animal to behave in ways that may result in personal injury or death to a person on or around it;
- (2) the unpredictability of a farm animal's or livestock animal's reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal;
- (3) with respect to farm animal activities involving equine animals, certain land conditions and hazards, including surface and subsurface conditions;
- (4) a collision with another animal or an object; or
- (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over a farm animal or livestock animal or not acting within the participant's ability.