

## Stony Glen Stables Lesson Release Form

This release of liability is made and entered into on this the \_\_\_\_\_ day \_\_\_\_\_, 2011, by and between Julie B. Holmquest/Angela Stroope hereinafter designated Manager and \_\_\_\_\_ hereinafter designated rider; and if rider is a minor, Rider's Parents or legal guardian, \_\_\_\_\_. In return for the use today and all days in the future of the property, facilities and service of the manager, the rider or legal guardians, his heirs, assigns and legal representatives, hereby expressly agree to the following:

\_\_\_1. The rider/guardian is responsible for full and complete insurance coverage on his personal property and himself.

\_\_\_2. The rider/guardian understands that there are RISKS IN AND AROUND ALL EQUINE ACTIVITIES, and that an equine activity sponsor, professional, manager or instructor is not liable for any injury to, or death of, a rider and/or a participant in an equine activity resulting from the inherent risk of equine activities.

\_\_\_3. The rider/guardian agrees any and all risk involved in or arising from riders use of or presence upon manager/instructor property and facilities including but not limited too; the risk of death, bodily injury, property damage, falls, kicks, bites, collision of vehicles, horses or other stationary objects, fire, acts of God, and the unavailability of medical emergency attention.

\_\_\_4. The rider/guardian agrees to hold harmless the manager/instructor and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents and not liable and release them from all liability whatsoever and agree NOT TO SUE them on account of or in connection with any claim of injury damage, cost or expenses arising out of riders use of the property or facilities, including without limitations to those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by willful and direct gross negligence on the part of the manager/instructor.

\_\_\_5. The rider/guardian agrees to defend manager/instructor against, and hold harmless from any and all claims due to damages, judgments, or any other costs, including but not limited to attorney's

fees, which result from the rider's use of the manager/instructor's property or facility.

\_\_\_6. Rider/guardian agrees to follow safety rules and regulations and is required to wear PROTECTIVE HEAD GEAR and smooth soled boots at all times while mounted.

\_\_\_7. This contract is non-assignable and non-transferable and is made in and entered into the State of Texas, and shall be enforced and interpreted under the laws of the state of Texas. Should any clause be in conflict with the State Laws, then that clause is null and void.

THIS CONTRACT, WHEN SIGNED, IS BINDING ON BOTH PARTIES SUBJECT TO THE TERMS LISTED ABOVE.

**\*\*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 RISK OF EQUINE AND EQUINE ACTIVITIES**

\_\_\_\_\_  
\_\_\_\_\_  
RIDER OR GUARDIAN

\_\_\_\_\_  
\_\_\_\_\_  
MANAGER/INSTRUCTOR

ADDRESS AND TELEPHONE

\_\_\_\_\_  
\_\_\_\_\_  
(\_\_\_\_\_) \_\_\_\_\_ MOBILE NUMBER (\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_ HOME NUMBER

**\*\* PLEASE INITIAL EACH AGREEMENT, SIGN AND RETURN WITH YOUR PAPERS\*\***