

# SHEA RANCH – EQUESTRIAN CENTER

## HORSE BACK LESSONS - LIABILITY RELEASE

### PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED HORSE(S).

### WARNING

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

### IT IS HEREBY AGREED TO AS FOLLOWS THAT:

**DEFINITIONS:** The Term "OWNER" shall herein refer to the student or member that will be enrolled for lessons with our or their animals under this Agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and to the specific animals to which this agreement refers. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I", "ME" or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians thereof if a minor. The term "LESSONS" or "CLASS" refer to classes taken in our stable also known as our facility with our instructors.

**AGREEMENT PURPOSE and CONSIDERATION:** At the commencement of this agreement OWNER agrees to pay the monthly sum of the class option chosen at enrollment, plus last month's dues, in consideration for THIS STABLE to teach equine material based off of the class option chosen at enrollment. Monthly charges are paid one month in advance and are due on the 1st of every month. A 10% late charge will be assessed after the 5th of the month. Payments can be made via Zelle (sent to [cynthia.shea@att.net](mailto:cynthia.shea@att.net)), or can be paid with any major credit card in our office. Please note, a 5% convenience fee will apply to all card payments for your boarding total and services. Personal checks are not accepted for payment. THIS STABLE'S FEE SCHEDULE MAY CHANGE AT ANY TIME. Should such a change be required; THIS STABLE shall give OWNER a 8 hour written notice.

**OWNER ACCEPTANCE OF RESPONSIBILITY, INDEMNIFICATION AND HOLD HARMLESS:** The OWNER has inspected THIS STABLE'S premises and/or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER'S horse(s) and OWNER, OWNER'S family guests and visitors who enter the premises. OWNER agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in class, custody and control of the OWNER, OWNER'S family members, invitee or other handler or agent appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to THIS STABLE by OWNER. If OWNER maintains personal liability insurance on the boarded horse(s), OWNER agrees to provide THIS STABLE with proof of same. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER'S family members, invitees, and agents caused by or in relation to the OWNER'S boarded horse(s). OWNER agrees to always maintain adequate accident/medical insurance to cover OWNER and family members. OWNER agrees to indemnify and hold harmless THIS STABLE in the event of an incident on these premises caused by the this STABLE S horse(s) and OWNER'S horse(s) per the terms stated in the following paragraph, RELEASE OF LIABILITY.

**RELEASE OF LIABILITY:** In consideration of THIS STABLE services under the terms set forth herein, I, the undersigned OWNER, do agree to hold harmless and release THIS STABLE, its owner, agents, employees, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations, insurers and others acting on THIS STABLE'S behalf (herein after, collectively referred to as "Associates"), of all claims demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and/or ITS ASSOCIATES ordinary negligence; and I do further agree that except in the event of THIS STABLE'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to, or loss by death, of the boarded animal(s) or animal(s) used during training and lessons, caused by the OWNER'S horse(s) and/or sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of THIS STABLE, to include being near horses owned by or in the care, custody, or other OWNER s on this STABLE s premises, whether on or off the premises of THIS STABLE.

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**INHERENT RISKS AND NATURE OF THE HORSE WARNING I UNDERSTAND THAT:** Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such an activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground, it will generally be at a distance from 3.5 to 5.5 feet, and the impact can result in a major injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts, which can include, but not limited to the following actions: Stopping short, Changing directions or speed at will, Shifting its weight, Bucking, Rearing, Kicking, Biting, or Running from danger.

**PROTECTIVE HEADGEAR AND ATTIRE WARNING I AGREE THAT:** I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be purchased and worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. Horse handlers and riders should wear hard, smooth, full-soled boots or shoes that cover the ankle and have at least 1-inch heels. Such boots or shoes provide protection for the feet in the event a horse steps on a foot, and to assist in preventing the foot from slipping all the way through the stirrup and becoming caught while riding, mounting, dismounting, and/or other occurrences. Horse handlers and riders should wear ankle length, flexible or moderately loose fitting pants to protect legs, and riders should also consider wearing equestrian pants, breeches, or jodhpurs, which have leather inner knee/calf patches, or chaps that provide inner leg grip and added stability in the saddle.

**DIRECT LOSS TO PERSONAL PROPERTY WARNING:** The OWNER is hereby warned that while on THIS STABLE'S premises, direct loss, damage, theft, or injury to OWNER'S horse(s), tack, equipment and trailer is not covered by THIS STABLE'S insurance. The actual OWNER, having financial interest in such items, must carry their own personal property insurance under a homeowner's, tenant's or other insurance policy, or under a separate policy as in the case of the loss of a horse.

**PHOTOGRAPHY AND VIDEOGRAPHY RELEASE:** The OWNER hereby grants THIS STABLE, its representatives and employees the right to take photographs and video of the OWNER or any other rider listed under this contract while participating in programs/and or services offered in THIS STABLE. OWNER hereby authorizes THIS STABLE to copyright, use, and publish the same in print and/or electronically. OWNER hereby agrees that THIS STABLE may use such photographs and video of the OWNER and riders listed under the contract for any lawful purpose, including to but not limited to publicity, illustration, advertising, and Web content. If you do not wish to participate in any of the above mentioned photo/video services please initial here \_\_\_\_\_.

**AGREEMENT SCOPE AND TERRITORY** This agreement shall be legally binding upon THIS STABLE and the OWNER and OWNER'S parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered in the State of Texas, Montgomery County and will be interpreted and enforced under Texas State Law. Any disputes by the OWNER shall be litigated in Montgomery County, Texas. If any clause, phrase or word conflicts with Texas State Law then that single part is null, and void and the remainder shall be considered legally enforceable.

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All Owners and Parents or Legal Guardians must sign below after reading this entire document:

**SIGNER STATEMENT OF AWARENESS**

**I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.**

**I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.**

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shea Ranch – Legal Representative

\_\_\_\_\_  
Date