

**Red Oak Ranch Horse Arena
Release of Liability
Issue 2, February 2014**

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between RED OAK RANCH PROPERTY OWNERS ASSOCIATION, hereinafter referred to as RELEASEE and _____, hereinafter referred to as USER and, if User is a minor, User's parent or guardian, _____. Regarding the use, today and on all future dates of the property, facilities and equipment, located in and around the Red Oak Ranch Horse Arena, Red Oak Ranch, Conroe, in the State of Texas, a community facility administered by Releasee, Releasee's representatives, employees and agents; User, User's heirs, assigns, and representatives, hereby agree as follow:

1. Inherent Risks and Assumption of Risk. In consideration of being allowed to participate in any way, the undersigned acknowledges that there are inherent risks associated with equine activities such as described below and hereby expressly knowingly and freely assumes all risks, both known and unknown, associated with participating in such activities which may result in a range of consequences including serious injury, permanent disability, permanent paralysis or death. The inherent risks include, but are not limited to, the propensity of equine to behave in ways such as running, bucking, biting, kicking, shying, stumbling, bolting, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; collision with structures; the unavailability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

User acknowledges that horses, by their very nature, are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. User assumes all risks in connection therewith, and expressly waives any claims for injury or loss arising therefrom. User agrees to abide by and follow Manager's rules and regulation, which shall be made available to User on this day and may be posted from time to time. User further acknowledges that the behavior of any animal is contingent upon the ability of User. User assumes all risks and Releasee bears no responsibility for the ability of User at any time.

User acknowledges that these terms apply to all forms of equestrian activity which include but are not limited to ground training, lunging, riding, dressage, jumping, driving, schooling, participation in equestrian games, jousting, equestrian competitions.

User willingly agrees to comply with the Red Oak Ranch Horse Arena Rules & Regulations. If User observes any unusual significant hazard during participation, User agrees to remove themselves from the Horse Arena and bring it to the attention of the appropriate person.

User expressly, knowingly and willingly releases Releasee from any and all claims for personal injury or death, equine injury or death, or property damage, even if caused by negligence by Releasee or Releasee's representatives, employees or agents to the fullest extent permitted by law.

WARNING

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

2. USER (OR USER’S PARENT OR GUARDIAN) AGRESS TO HOLD HARMLESS, INDEMNIFY AND DEFEND RELEASEE AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER’S USE OR PRESENCE OPON THE PROPRTY OF RELEASEE AND THE FACILITES THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Releasee harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitation of actions.

3. User warrants that any and all horse(s) that he or she brings to, rides or otherwise uses at the premises shall be free from infection, contagious or transmittable diseases. Releasee reserves the right to refuse access or use of any horse upon the premises that does not appear to Releasee to be in good health, or is deemed dangerous or undesirable.

4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, medical or other actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

5. User agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUNSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

User Name (PRINT NAME)

Signature

FOR USERS OF MINORITY (UNDER 18 AT THE TIME OF SIGNING)

This is to certify that I, as parent guardian with legal responsibility for this User, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless Releasees from any and all liabilities incident to my minor child’s use of the horse arena and participation in any way in equestrian activities, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Parent/Guardian if User is a Minor (PRINT NAME)

Signature

Signed this _____ day of _____, 20_____