

**Red Oak Ranch Property Owners' Association (RORPOA)
Horse Arena Release of Liability and Assumption of Risk Agreement**

WITNESS THIS AGREEMENT by and between RORPOA (hereinafter referred to as "RELEASEE") and Member (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 Subdivision, Conroe, in the County of Montgomery, 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 follows:

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 the Rules & Regulations, which are available to User and may be posted on the RORPOA website 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, and/or 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.

User also acknowledges the risk of contracting the virus that causes COVID-19 associated with use of the facilities. User acknowledges that it is the User's responsibility (and user's guests', invitees', and licensees') responsibility to consult with a physician before using the facilities. User represents that and warrants to Releasee that User and any of User's guests, invitees, and licensees are sufficiently healthy and physically able to use the facilities and engage in physical activities in the facilities. User represents and warrants to the Releasee that User will not use the facility for a period of fourteen (14) days if User or someone in User's home is sick or has been exposed to someone who is sick.

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.

ALL ACTIVITIES ON THE ARENA GROUNDS AND "RESERVE A" ARE SUBJECT TO THE EQUINE INHERENT RISK LAW. BY YOUR PRESENCE ON THESE GROUNDS, YOU HAVE INDICATED THAT YOU HAVE ACCEPTED THE LIMITS OF LIABILITY RESULTING FROM INHERENT RISKS OF EQUINE ACTIVITIES.

2. USER (OR USER'S PARENT OR GUARDIAN) AGREES 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 UPON THE PROPERTY OF RELEASEE AND THE

FACILITIES 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.

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 SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

User Name: (PRINT) _____

User Signature: _____

Address: _____

Date: _____ Phone: _____

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.

Child's Name: (PRINT) _____

Parent/ Guardian Name: (PRINT) _____

Parent/ Guardian Signature: _____

Address: _____

Date: _____ Phone: _____

I, Maryann C Fox, Secretary of Red Oak Ranch Property Owners' Association ("Association"), do hereby certify that in the Open Session of a properly noticed meeting of the Board of Directors ("Board") of the Association, duly called and held on the 12 day of July 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the foregoing **Horse Arena Release of Liability and Assumption of Risk Agreement** was duly approved by a majority vote of the members of the Board present at the meeting and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Montgomery County, Texas.

RED OAK RANCH PROPERTY OWNERS' ASSOCIATION

Maryann C Fox
Secretary of the Association- signature
Maryann C Fox
Printed name

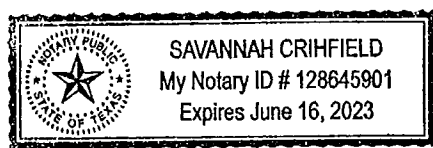
THE STATE OF TEXAS

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COUNTY OF MONTGOMERY

BEFORE ME, the undersigned notary public, on this 28 day of July,

2021, personally appeared Maryann C Fox, Secretary of Red Oak Ranch Property Owners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.



Savannah Crihfield
Notary Public - State of Texas

AFTER RECORDING PLEASE RETURN TO:

RORPOA
% CH&P Management
P.O. Box 1920
Conroe, TX 77305

E-FILED FOR RECORD

07/28/2021 12:31PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

07/28/2021



County Clerk
Montgomery County, Texas