



**LIABILITY WAIVER
WARNING**

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

In consideration of being permitted to enter upon the Christ's Haven for Children premises located at 4200 Keller-Haslet Rd., Keller, Texas 76244 (hereinafter the "Premises") and/or of being permitted to participate in equestrian activities, I hereby make the following declaration and agreement:

I understand and am fully aware that equestrian sports, and all related activities involving horses, specifically including but not limited to horseback riding and trail rides, involve inherent dangerous risk of serious injury or death, and that by participating in such activities I expressly assume any and all risks of injury or loss.

The undersigned, whether rider, or parent/legal guardian of rider agrees to defend, indemnify and hold Christ's Haven for Children, Candice Minnaar, Pocket Ranch and its or their employees, agents, officers, directors, and owners (hereinafter collectively referred to as "Management") harmless from and against any liability for any injury, loss or death suffered while on the premises or while engaged in any activity whatsoever or in any location whatsoever that is in any way associated with Management, and from and against any and all claims, losses, liabilities, attorneys' fees, medical fees, costs and expenditures incurred by or asserted against Management, and from and against any and all claims including claims for injury or loss suffered, whether or not such injury or loss resulted directly or indirectly, from any reason including, but not limited to, the negligent or grossly negligent acts or omissions of Management. In other words, **I AGREE TO DEFEND, INDEMNIFY AND HOLD MANAGEMENT HARMLESS FOR ITS OWN NEGLIGENCE, CONTRIBUTORY NEGLIGENCE AND GROSS NEGLIGENCE.**

Furthermore, the undersigned agrees that Management shall not be liable or responsible for, and shall be indemnified and held harmless by the undersigned from and against any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person or animal, or injury to any real or personal property, received or sustained by any person or persons, or animal or property, arising out of, or occasioned by, directly or indirectly, the use of the Premises, or any condition of the Premises or any other premises owned, leased or controlled by Management, including claims and damages arising in whole or in part from the negligence or gross negligence of Management, its agents, employees, servants, or any other person entering upon the premises.

In the event that any one or more of the provisions contained in this Waiver shall be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Waiver and this Waiver shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

PLEASE SIGN

Participant Signature

Date

Participant Name (print)

Address

City

Zip

Parent/Guardian (if participant is under 18 years of age)

Additionally, I grant to Management and persons acting for or through them, the rights to use, reproduce, assign and/or distribute photographs, films, videotapes, and sound recordings of myself for use in marketing or education materials they may create. I **agree / decline** to release media to Management (please circle one)