

BuckBranch Farm
2015 Unconditional Release of Liability (Revised 2015)

This UNCONDITIONAL RELEASE of LIABILITY is made and entered into on this _____ day of _____, 20____, by and between BuckBranch Farm, BuckBranch West, Linda Diane Nelon, Christopher R. Nelon, Gina Suzanne Slagle, JJ Slagle, Misty Slagle, Triple B Interests, Becky Brown, RB Riding, Rebecca Brown, Bethany Quine and each of their respective partners, agents, employees, officers, directors, shareholders, representatives, attorneys, accountants, independent contractors, and their successors and assigns ("Released Parties") located at 316 South Goode Road, Wilmer, Texas 75172 and/or 308 South Goode Road, Wilmer, Texas 75172, hereinafter designated as STABLE and _____ (**please print legibly**) hereinafter designated as the RIDER, and if the Rider is a minor, the Rider's parent or guardian, _____ . In return for the use, today and on all future dates of the property, facilities and services of the Stable, the Rider, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property and himself.
2. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER'S USE OF OR PRESENCE UPON STABLE'S PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Rider agrees to hold Stable and all of its respective partners, agents, employees, officers, directors, shareholders, representatives, attorneys, accountants, independent contractors, and their successors and assigns ("Released Parties") completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's use of or presence upon Stable's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Stable.
4. Rider agrees to waive the protection afforded by any statute or law in any 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 the release.
5. Rider agrees to indemnify and defend Stable against, and hold it harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon the Stable's property and facilities.
6. Rider agrees to abide by all of Stable's rules and regulations.
7. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Stable reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
8. This contract is non-assignable and non-transferable and is made and entered into the State of Texas, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Stable and Rider and Rider's parent or guardian, if Rider is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.
9. Under Texas Law (Chapter 87, Civil Practice and Remedies Code), a farm animal professional is not liable for an injury to or the death of a participant in farm animal activities resulting from the inherent risks of farm animal activities.

Rider's Name (**Please Print Legibly**)

Rider's Signature

Parent or Guardian's Name (**Please Print Legibly**)

Rider's Parent or Guardian (If Rider is a minor.)