



*Where Horses Give Us Wings*

## LIABILITY WAIVER

### **IMPORTANT: THIS IS A LEGAL DOCUMENT**

*Please read and understand this document before signing. If you have any questions, please ask us or consult an attorney.*

**Sherlock Farms Therapeutic Riding (also known as SFTR)** has done everything possible to assure that our clients, volunteers, and guests have a safe and fun equine related experience. However, we wish to inform our clients, volunteers, and guests that equine related activities are not risk free. As the Texas Legislature has acknowledged, the same elements that contribute to the unique character and fun of equine related activities can cause loss or damage to equipment, bodily injury, illness, or in extreme cases, permanent trauma or death. We do not want to reduce your enthusiasm for the experience, but in accordance with Texas law, we want you to be informed of the possible risks. Texas requires that we inform you of the following:

### WARNING

**Under Texas Law, (chapter 87, civil practice and remedies code) an equine professional is not liable for an injury to or the death of a participant in activities resulting from the inherent risks of equine activities**

Before participating in any equine activities, we ask that you read, sign, and return this form to us. It will be kept on file as long as you continue to participate in **SFTR** activities.

### **ACKNOWLEDGEMENT OF RISK**

- “Equine activity” includes, but is not limited to riding, grooming, participating in equine assisted therapy of any kind (including, but not limited to, therapeutic riding), leading horses, side walking for clients, or participating in horse shows or demonstrations. The term “engages in equine activity” does not include being a spectator at an equine activity, except in cases where the spectator places him/herself in an unauthorized area and in immediate proximity to the equine activity.
- “Equine” means a horse, pony, mule, donkey, or hinny.
- “Equine activity sponsor” means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or not for profit, which sponsors, organizes, or provides the facilities for, an equine activity. **Sherlock Farms and SFTR**, where it operates, are “equine activity sponsors”.
- “Equine professional” means a person engaged for compensation in instructing a client for the purpose of riding, therapeutic riding, or equine assisted therapy.
- “Inherent risks of equine activities” means those dangers or conditions which are an integral part of equine activities, including, but not limited to: the propensity of the animal to behave in ways that may result in injury, harm, or death to persons, on or around them; the unpredictability of the animals’ reactions to such things as sounds, sudden movement, and unfamiliar objects, people, or animals; the exposure to certain hazards such as surface and subsurface conditions; or the chance of collisions with other animals or objects. It is also possible that some clients, volunteers, or guests would suffer mental anguish or trauma from the experience of their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma, or accidents that may occur during equine related activities. The use of drugs or alcohol increases the risk of injury during equine activities.

I certify that I am fully capable of participating in equine related activities. I state that I have read the above statement on some of the possible risks in these activities. Therefore, I assume full responsibility for myself for bodily injury, death, loss of personal property, and any expenses as a result of my negligence. I state that I will inform **SFTR** of any limits with respect to my ability to safely engage in equine activities or to safely manage a particular equine, known to or reasonably foreseen by me. I also understand that **SFTR** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in equine related activities.

7317 Avenue P Santa Fe, Texas 77510

[sherlockfarms.net](http://sherlockfarms.net)



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If I am a volunteer or guest, I am in good physical condition and able to undertake this activity. If I am a client, I have had a medical release signed by a medical professional.

**CONTRACT. WAIVER AND RELEASE. AND INDEMNIFICATION**

- 1. I agree to indemnify and hold harmless **Sherlock Farms Therapeutic Riding (also known as SFTR)** their agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue **SFTR** their agents and employees for all actions, causes of actions, damages, or damages in law or remedies in equity of whatever kind.
- 2. I agree to submit to jurisdiction in Texas for any lawsuit involving me and arising out of or resulting from my participation in these activities. I agree that the venue for any such lawsuit shall be within Texas and any such lawsuit shall be governed by Texas law. The terms of this agreement shall continue and be in effect after equine related activities have ended.
- 3. I hereby agree that if **SFTR** is forced to defend any action, lawsuit or litigation initiated by me, my executors, or my heirs on my behalf, my heirs or executors and I agree to pay **SFTR** costs and attorney fees if they successfully defend such action, lawsuit, or litigation.

(Please Select **Yes** or **No** for each of the four statements below)

(\_\_\_\_) I hereby give permission for transportation to any medical facility or hospital and I authorize any qualified medical personnel to render necessary emergency medical care (unless indicated below).

(\_\_\_\_) Pursuant to Texas Law, I hereby wish that extraordinary measures be used to keep me alive in case of a medical emergency. This includes cardiopulmonary resuscitation (CPR).

(\_\_\_\_) I do not have any medical conditions that would prevent my participation in this activity.

(\_\_\_\_) I understand that all volunteers, clients, and guests must wear an approved helmet while riding. If I refuse to wear a helmet, I will not be permitted to ride.

I, \_\_\_\_\_, of my own free will, have read, understand, and acknowledge the risks of participating in this voluntary activity, and this waiver of liability.

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Participant: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Parent/Guardian Printed Name

**Emergency Contact:**

**Medical Insurance:**

Name \_\_\_\_\_

Provider \_\_\_\_\_

Address \_\_\_\_\_

Policy # \_\_\_\_\_

Phone \_\_\_\_\_

Doctor \_\_\_\_\_

Phone \_\_\_\_\_