

CHILD FORM

NOBLE CHAMPION SPORT HORSES, INC.
PARTICIPANT RELEASE AND INDEMNIFICATION

THIS AGREEMENT is made this ___ day of _____, 20___, by _____, an adult (the "Participant"), to release and indemnify NOBLE CHAMPION SPORT HORSES, INC. and all their agents, contractors, representatives, servants, employees, heirs, successors and assigns (collectively the "Proprietors"), as set forth below:

WITNESSETH

WHEREAS, Participant on his or her own behalf and on behalf of the other Members of his or her family, including Participant's spouse, parents, children, heirs and assigns (referred to hereinafter collectively and singularly as "Participant"), hereby grants to Proprietors his full release and indemnification as consideration for the right (i) to participate in whatever capacity applicable, including, but not limited to, as player, trainer, instructor, spectator, referee, umpire, student, owner or attendant, in any and all of the various activities offered at Noble Champion Sport Horses, Inc., including but not limited to, showing animals, giving/taking lessons, riding, jumping and participation in any related activity at Noble Champion Sport Horses, Inc., and any transportation, boarding, maintaining and handling of said animals by Noble Champion Sport Horses Inc., to and from Noble Champion Sport Horses Inc., or permitting third parties to use said animals for consideration or gratuitously (the "Equestrian Activities") and (ii) to use any and all Club grounds and facilities, including, but not limited to, stable, practice fields, and (iii) to gain access to all areas open to Participant at Noble Champion Sport Horses Inc., (the "Facilities") offered now or in the future for the benefit of the Equestrian Activities, Participant, Participant's vehicles, tack equipment and supplies, and animal(s) owned by Participant; and

WHEREAS, the Proprietors are willing to grant permission to Participant to be involved in the foregoing Equestrian Activities on Noble Champion Sport Horses Inc. facilities if Participant is willing to indemnify and release the Proprietors from any and all losses, claims, cause and suits, directly and indirectly, arising therefrom.

NOW, THEREFORE, in consideration of these premises, Participant agrees as follows:

1. **RELEASE.** Participant hereby does voluntarily release, discharge, waive, relinquish and covenant not to sue with respect to and all actions or causes of action for bodily injury, property damage or death occurring to Participant or any animal or Personal Property owned, possessed, controlled or used by Participant, arising either directly or indirectly out of participating in any of the Equestrian Activities or utilizing or benefiting from the use of and Noble Champion Sport Horses Inc. facilities, wherever or however the same may occur and for whatever period said activities or use may continue. Participant hereby releases, waives, discharges, relinquishes and covenants not to sue with respect to any of the aforesaid actions or causes of action which may hereafter arise for the benefit, directly or indirectly, of Participant and agree that under no circumstances will Participant prosecute or present any claim for bodily injury, property damage or death against Proprietors arising from any claim of any kind or nature in connection with Participant's participation in any of the Equestrian Activities or use of Noble Champion Sport Horses Inc.'s facilities.
2. **INDEMNITY.** Participant further does hereby indemnify and hold harmless the Proprietors from any and all claims, actions, demand, cost, liabilities, expenses or judgments whatsoever, including attorneys' fees and cost, which might arise by whomever, by through and under Participant, or whatever made or presented for any loss or damage directly or indirectly, related to Participant's participation in any of the Equestrian Activities or Participant's use of any of the Facilities at Noble Champion Sport Horses Inc. It is the intention of the parties hereto that the Participant will indemnify

and protect Proprietors from the consequences of Proprietor's or any party's negligence (including others who may be participating in the Equestrian Activities in question), who may have a claim or cause of action against Proprietor the arose by, through or under Participant, where same arises, in whole or in part, from negligence of the Proprietors or any other party and whether such negligence is the sole or concurring cause of the bodily injury, property damage or death.

3. **DEFENSE AGAINST CLAIMS.** Participant agrees to defend Proprietors against any claims brought or actions filed against Proprietors with respect to the subject of the Indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or filed with the respect to the subject of indemnity herein, Participant agrees that Proprietors can employ attorneys of their own selection to appear and defend a claim or action on behalf of Proprietors at the expense of Participant. Proprietors, at their option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Proprietors, Participant shall upon demand pay to Proprietors all sums due to any parties by Proprietors as a result of any indemnified claim and all sums due to counsel so selected whether for invoices for services and expenses due or for retainer sums requested by such counsel in advance of services.
4. **REPRESENTATIONS.** Participant hereby agrees to abide by all Rules as set forth in Noble Champion Sport Horses, Inc. New Boarder Check List. Participant hereby voluntarily executes this Agreement to induce the Proprietors to permit his participation in the various Equestrian Activities offered at Noble Champion Sport Horses, Inc. **Participant further acknowledges that such participation and use is at Participant's own risk and without any representation of any kind or character having been made to Participant by the Proprietors.**
5. **MEDICAL.** Participant fully recognizes the risk of injury to person and Personal Property (as hereinafter defined) inherent in participation in any physical activity and hereby represents to the Proprietors that Participant has either consulted Participant's personal physician who has consented to Participant's participation in the Equestrian Activities or has elected to forgo a physical examination, but declare that Participant is physically capable or participating in Noble Champion Sport Horses, Inc. Equestrian Activities. Participant hereby gives consent to emergency medical or veterinary care, as the case may be, inclusive of necessary transportation in order to obtain such treatment in the event of injury to Participant or Participant's animal(s) as the Proprietors or anyone acting at the Facilities may deem appropriate. The release and indemnification set forth above extends to any and all liability arising out of or in any way connected with such provided in the event of some emergency. **Participant hereby assumes full responsibility for and risk of personal injury, property damage or death due to the negligence of any party herein released.**
6. **PARTICIPANT'S PERSONAL PROPERTY.** Participant understands that all equipment, clothes, personal effects, jewelry, saddles, tack, supplies, animals, trailers, and any other personal Property owned, controlled or used by Participant (the "Personal Property") and brought to Noble Champion Sport Horses, Inc. and used, stored, or otherwise located in or around the Equestrian Facilities shall remain the sole responsibility of Participant to properly secure from theft, damage, or injury by Participant, as Noble Champion Sport Horses, Inc. does not have any responsibility or obligation to insure its safety or injury to any other person. **All Personal Property left at any of Noble Champion Sport Horses, Inc. Facilities is left at the sole risk of participant as to its theft, damage or injury to any other third party and all loss, damage, or injury resulting from Participant's personal property shall be at the sole expense of Participant.** Participant further understands that the release and indemnity provisions of this Agreement include and related to any and all damages, claims, causes of action, expenses or the like arising from the theft, or damage or injury caused by or occurring to the Personal Property and hereby understands that the foregoing provisions of this Agreement apply equally to the Personal Property.
7. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements,

arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

8. MISCELLANEOUS. This Agreement shall be governed and constructed under the laws of the State of Texas. Any references to gender, singular, or plural context shall be interpreted to be the same. All provisions of this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made. **THE UNDERSIGNED UNDERSTANDS THAT THIS IS A RELEASE OF ALL PARTICIPANT'S CLAIMS AND ALL CLAIMS THAT MAY BE RAISED BY, THROUGH, OR UNDER PARTICIPANT BY OTHERS.**

THE UNDERSIGNED UNDERSTANDS THAT HE ASSUMES ALL RISK INHERENT IN EQUESTRIAN ACTIVITIES.

Child under age of 18

Participant(s) _____

Date: _____

_____ Signature of Parent or Guardian

as parent or guardian of minor children by signature above does hereby agree to the terms and conditions of this agreement relating to said minors who may from time to time pet horses or participate in equestrian activities of Noble Champion Sport Horses, Inc.

Printed Name

Effective September 1, 1995:

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 EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.