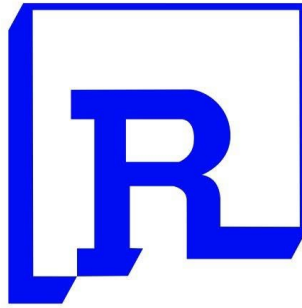




Waiver of Liability and Release

Warning: Under Texas law, an equine professional is not responsible for the injury to, or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 87 of the Civil Practice and Remedies Code.

IMPORTANT NOTICE BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE(S) AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT HARMONY RIDING CENTER, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE INCLUDING ANY CLAIMS OF ANY NATURE OR KIND ARISING OUT OF THE NEGLIGENCE OF ROY-EL FARM, OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS,

REPRESENTATIVES OR THIRD PARTY CONTRACTORS HEREIN REFERRED TO AS "ROY-EL FARM". READ

THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

Initial ALL below:

I/We acknowledge the risks of horseback riding and related activities. In consideration of being permitted to

take part in such activities at Roy-El Farm, or under the supervision of the Roy-El Farm employees.

Initial: _____

I/We, intending to be legally bound for myself, my heirs and assigns, executors or administrators, accept full

responsibility for bodily injury, property damage, death, disability, medical, and other financial losses including,

but not limited to time lost from work and or school.

Initial: _____

I/We do hereby release and discharge Roy-El Farm, the trainer, and operators, agents, officer, employees, and independent contractors from all actions, claims, demands, damages, costs, losses, and

expenses that in any way arise from participation in equestrian activities, at or originating from Roy-El Farm. This

includes any equestrian related activity conducted by Roy-El Farm offsite including, but not limited to horse

shows, lessons or training at other barns, and trail rides.

Initial: _____

I/We agree to indemnify, save and hold harmless Roy-El Farm from and against any loss, liability, damage, attorneys'

fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at Roy-El Farm facilities or any acts or omissions of Roy-El Farm, including without limitation, all attorney fees

and expenses incurred by Roy-El Farm in the event any action is brought against Roy-El Farm arising out of or in any way

connected with either my presence or participation in any activities at Roy-El Farm facilities.

Initial: _____

I/We further agree that this Agreement is a complete bar to any legal action against Roy-El Farm by or on

behalf of myself or my heirs or representatives arising out of any of the matters or activities

mentioned herein, and in the event any such action is instituted by me or on my behalf, this

instrument may be used as a complete bar to recovery in such action. The releases, waivers, indemnities,

agreements and other provisions of this instrument apply to any and all access and use of the Premises on or

after the date of execution of this document and shall not be limited to one event or a specific period of time.

Initial: _____

I/We agree that if any portion of this document is held invalid, the balance shall continue in full force and effect.

Initial: _____

If I am present at and participate in the activities of Roy-El Farm, I do so at my own risk, and I hereby acknowledge and agree that

Roy-El Farm shall bear no responsibility or risk associated with injuries that could arise from my presence or

participation at Roy-El Farm facilities.

Initial: _____

I/We understand that horseback riding is classified as a rugged adventure recreational sport activity and that

there are inherent risks present despite safety precautions being taken.

Initial: _____

I/We understand that it is not possible for any person or establishment to predict how a horse may react when frightened, angry, or under stress. It will react according to instinct and may run away, jump

sideways/forward/or backward, kick with its hind legs, strike with its forelegs, buck, rear, bite, and/or throw its

head upwards or sideways.

Initial: _____

I/We understand that Roy-El Farm and its staff are not responsible for acts or occurrences of nature, such as wind, water, thunder, lightning, irregular footing, or animals that can scare a horse or cause it

to fall.

Initial: _____

I/We understand that I/We can be held legally responsible for injuries or damage to Roy-El Farm animals and/or property, and also for bodily injury, property damage, and/or death which I/We may cause by

the failure to act in a prudent and cautious manner at all times.

Initial: _____

I/We understand that wearing an ASTM approved helmet while mounting, riding, dismounting, driving, and

being around horses can protect against head injury. I/We understand that wearing protective headgear is our

own responsibility.

Initial: _____

I/We understand that any person under the age of 18 is required to wear protective headgear while mounting,

riding, dismounting or driving.

Initial: _____

I/We recognize the inherent risks of engaging in domestic animal activities include, but shall not be limited to:

1. the propensity of a farm animal or livestock animal to behave in ways that may result in personal injury or death to a person on or around it;

2. the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
3. certain hazards such as surface and subsurface conditions;
4. collisions with another animal or object;
5. the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others;
6. Scratches or other injury from stalls or enclosures, grooming tools and other equine equipment and tack;
7. Allergic reactions to animals, hay, or other allergens; or
8. Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds.

Initial: _____

I/We hereby specifically forever waive, release and discharge Roy-El Farm from any liability for injury or death

arising out of my participation in any activities associated with Roy-El Farm facilities, including without limitation those

arising from the inherent risks from riding, working or participating in a stable or arena environment and/or

with horses or other domestic animal activities, as well as from any and all claims or causes of action for

injury or death arising from negligence.

Initial: _____

I/We have read and fully understand the preceding agreement. I/We understand and accept that I/We am

waiving liability against the above-mentioned parties.

Initial: _____

Nothing in this instrument shall be deemed to limit or restrict in anyway the limitation of liability granted to Roy-El Farm pursuant to Texas Civil Practice & Remedies Code §§ 87.001 through 87-005, or otherwise under the law.

By signing this form, I/We hereby acknowledge on behalf of myself that I have familiarized myself with the

activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I am fully

capable of participating in these activities without restriction or limitation.

By signing this Agreement, I hereby acknowledge my complete understanding, agreement and consent to my

presence and/or participation in the activities at Roy-El Farm without restriction.

Name: _____

Signature: _____

Date: _____

Best Contact Email: _____

Best Contact Phone: _____

Street Address: _____

City: _____ State: ____ Zip: _____