

WAIVER, RELEASE, HOLD HARMLESS & RIDING INSTRUCTION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. This form must be completed by and for each participant. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY
STABLE DOES NOT GUARANTEE YOUR SAFETY.

- 1) AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** - This agreement shall be legally binding between Tami Ramaker DBA Ramaker Stables herein know as "STABLE" and the undersigned, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives, and it shall be interpreted according to the laws of the state and county of STABLE'S physical location. Any disputes by the rider shall be litigated in, and venue shall be the county in which STABLE is physically located. The term "HORSE" herein shall refer to all equine species. The term "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "STUDENT" and/or "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.
- 2) REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** -In consideration of signing this agreement, I, the undersigned individual, and the parent or legal guardians thereof if a minor, do voluntarily request and agree to participate in boarding, riding, taking riding lessons, working around horses and/or participating at events at STABLE, and that this student will ride either his/her own horse or school horses provided by STABLE for instructional purpose, today and on all future dates:
 - a) Does this rider have a physical or mental condition, which may affect his/her ability to ride a horse, of which we should be aware? YES / NO (Circle one)
- 3) ACTIVITY RISK CLASSIFICATION:** I UNDERSTAND THAT horseback RIDING is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.
- 4) NATURE OF STABLE'S SCHOOL HORSES:** I UNDERSTAND THAT STABLE chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS and STABLE follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, or running from danger.
- 5) RIDER RESPONSIBILITY:** I UNDERSTAND THAT upon mounting a horse and taking up the reins the RIDER is in primary control of the horse. The rider's safety largely depends upon his/her ability to remain calm, carry out instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the RIDER shall be responsible for his/her own safety, including that of an unborn child, if the RIDER is pregnant. Pregnant women should ride horses only under the advice of their physician. STABLE advises pregnant women not to ride horses. I understand that I should not stand behind horses, that I will not enter stalls with horses, unless the horse is owned by RIDER.
- 6) CONDITIONS OF NATURE AND INSPECTION OF PREMISES:** I UNDERSTAND THAT STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare

a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lighting, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or a person, and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. The RIDER and parent or legal guardian have inspected STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon STABLE'S PREMISES.

7) SADDLE GIRTH/NATURAL LOOSENING: I UNDERSTAND THAT saddle girths (saddle fasteners around horse's belly) may loosen during a ride. I agree that I have checked the saddle and girth before riding. If a rider notices a loose saddle during a lesson, he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

8) ACCIDENT/MEDICAL INSURANCE: I AGREE THAT should an emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/ medical company is _____ and my policy number _____.

9) PROTECTIVE HEADGEAR WARNING: I AGREE THAT, I, for myself and on behalf of my child and/or legal ward have been fully warned and advised by STABLE that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian helmet, should be purchased at RIDER'S expense and worn while riding and being near horses and that I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. Furthermore, RIDER should wear proper clothing including shoe that have a heel (no tennis shoes or flip flops).

10) LIABILITY RELEASE: I AGREE THAT in consideration of STABLE allowing my participation in this or any activity, under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on its behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to STABLE'S and/or ITS ASSOCIATES ordinary negligence; and I do further agree that except in the event of STABLE'S gross negligence and willful and wanton misconduct, I shall not bring any claims demands, legal action, against STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of STABLE, whether on or off the premises of STABLE.

11) EQUINE ACTIVITY LIABILITY ACT: WARNING: I ACKNOWLEDGE THAT I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING which is written below and incorporated by reference herein.

TEXAS 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.

"Engages in an equine activity" means riding, handling, training, driving, assisting in the medical treatment of, being a passenger on, or assisting a participant or sponsor with an equine animal.

12) MEDICAL AND LIABILITY RELEASE: I, the undersigned, or the parent or guardian having

control or custody of the undersigned child grant my permission to participate in activities and riding instruction at Ramaker Stables. I certify that I, or if a minor, my child is physically and mentally fit for all equestrian activities and will obey all staff and rules. I grant my permission in case of injury, accident or illness for myself or if a minor, my child to be treated by any licensed physician or member of staff and agree to pay for all such treatment. Further, I also grant permission that my photo, or if a minor, my child's photo may be used in any future brochures, website materials or promotions for Ramaker Stables.

SIGNER STATEMENT OF AWARENESS: I/WE THE UNDERSIGNED, HAVE READ IN FULL AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK, I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, & AGE ARE TRUE AND ACCURATE.

I agree that by signing a Ramaker Stable Riding Permission Form, that I am giving my written permission to another person to ride my horse and I release Tami Ramaker DBA Ramaker Stables from any liability or injury to said horse.

I completely understand this agreement to be a release of all claims, known or unknown, present or future, that he/she has or may have against Tami Ramaker DBA Ramaker Stables. I understand that I have given up substantial rights by signing this agreement, and sign it freely and voluntarily with any inducement. I understand that I am riding at my own risk.

Ramaker Stable Boarder:

Horse Owner's Signature: _____ Date: _____

Horse Owner's Name (printed): _____

And for Non-Boarders:

Signature of Rider/Handler/Participant: _____ Date: _____

Rider/Participant's Name (printed): _____

Guest of (put boarder's name or riding instructor's name here): _____

Print Name(s): _____

Address: _____

Phone Numbers: _____ Emergency Contact: _____

This is to certify that I, as parent/guardian with legal responsibility for the above named person, do consent and agree to his/her release as provided above. I release and agree to indemnify and hold harmless Tami Ramaker DBA Ramaker Stables from any and all liabilities incident to my minor child's involvement.

Parent's Signature (if owner is a minor): _____

Child(ren) name and signature: _____