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RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS RISKS AND HAZARDS OF EQUINE ACTIVITIES ON THESE PREMISES

I, the Riding Client and undersigned, and if Riding Client is a minor, Riding Client's Parent or Guardian, hereby acknowledge that I have knowingly and willingly entered an agreement, or become a party bound by the terms and conditions of this Equine Activities Release, by and between the Managers, or Sponsors, Callegari Equine Technologies Equestrian Club, and _____ dated _____. I understand the terms, provisions and conditions of this Equine Activities Release, its warnings and agree to abide by its terms, provisions and conditions.

I further acknowledge that no warranty, either express or implied, is made by the Managers or Sponsors as to the condition of the property, premise, or of any roads, trails, buildings, gates or other improvements located thereon. This document serves to warn me those dangerous conditions, risk, and hazards do exist. My presence and activities on the properties expose both me and my property to dangerous conditions, risks and hazards, including but not limited to poisonous snakes, insects and spiders, buildings, barns and improvements, whether or not erected by sponsors; erosion and general condition of land, both on and off roadways or senderos; creating rough, hazardous, dangerous driving and riding and walking conditions; animals both wild and domestic that may be diseased an/or potentially dangerous; deep water; and the use of vehicles. I hereby state that I am aware of these facts and expressly assume all such dangers, risks, and hazards associated with them and agree to hold the sponsors harmless from these conditions whether or not caused by the Managers' or Sponsors' negligence.

In consideration for the right to enter the premises, I hereby release and agree to protect, indemnify and hold harmless the Managers and Sponsors and his or her respective heirs, agents, employees and assigns from and against any claims, demands, causes or action and damages including attorneys' fees resulting from any accident, injury or occurrence arising out of, incidental to or in any way resulting from the use of the premises and any improvements located thereon, whether or not caused by the Managers' or Sponsors' negligence. This release applies during the time that I am permitted on the premise. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Managers or Sponsors or her respective heirs, agents, representatives, successors, employees and assigns by reason of the conditions of the premise or activities occurring thereon, whether or not caused by the Managers' or Sponsors' negligence.

As used in this release the terms, I, my person and myself include minors in my care while on the premises. I agree to accompany my minor children at all times while on the premises to prevent and avoid any possible imposition of the Attractive Nuisance Doctrine against the Managers or Sponsors.

In return for the use, today and all future dates of the property, facilities and services of Managers or Sponsors the, the Boarder/Rider hereby expressly agrees to the following:

Come relax at the Club! A cool place for you to hang out with your beloved horse and meet other fun riders .

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1. It is the responsibility of the Boarder/Rider to carry full and complete insurance coverage of her horse, personal property and herself.
2. Boarder/Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDING CLIENT’S USE OF OR PRESENCE UPON MANAGER’S OR SPONSOR’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 explosions, the unavailability of emergency medical care, or the negligence or deliberate act of another person
3. Boarder/Rider agrees to hold Managers or Sponsors completely harmless and not liable and releases them from all liability whatsoever and agrees not to sue them in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Boarder/Rider’s use of or presence upon Manager’s or Sponsor’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 Managers or Sponsors.

4. Texas State Code / Statutes

Section 87.003. LIMITATION OF LIABILITY

Except as provided by Section 87.004, any person, including an equine activity sponsor or an equine professional, is not liable for property damage or damages arising from the personal injury or death of a participant if the property damage, injury, or death results from the dangers or conditions that are an inherent risk of equine activity, including:

- 1) the property of an equine animal to behave in ways that may result in personal injury or death to a person on or around it;
- 2) the unpredictability of an equine animal’s reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal;
- 3) certain land conditions and hazards, including surface and subsurface conditions;
- 4) a collision with another animal or an object; or
- 5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine animal or not acting within the participant’s ability.

Section 87.005, Article C, which states the following, must appear in all contracts and be posted in the facility:

WARNING 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.

1. Boarder/Rider agrees to abide by all of Manager’s or Sponsor’s rules and regulations including rules posted through out the premise and on any paperwork.

- 2. This contract is non-assignable and non-transferable and is made and entered into in the State of Texas, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with the state law, then that clause is null and void. When Managers or Sponsors and Boarder/Rider or Boarder/Rider's parent or guardian, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

- 3. Please make sure that any and all friends that are invited out to these premises have a signed RELEASE personally dropped into the office drop slot before riding or commencing any equine activity. Extra RELEASE's will be available near the Bulletin Board Release Folder, which hangs in both barns. Please distribute releases as appropriate, sign and turn in to office drop slot. If after reading the RELEASE you have any questions please ask before signing the RELEASE.

Dated and signed this day of: _____

Boarder/Rider Signature

Instructor Names (Required if Rider is a Lesson Student)

RIDING CLIENT INFORMATION:

Name

Street

City

State

Zip

Home Phone

Email address

In event of emergency contact person name:

Phone

Relationship

Name of Minor member of my family participating on premise:

Relationship



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