

## **PARTICIPANT AGREEMENT, RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISK**

In consideration of the services of Lajitas Stables / Rio Grande Stables / Big Bend Stables, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LS/RGS/BBS") and all Additionally Insured entities, which may include but is not limited to landowners who provide access to trails (hereinafter collectively referred to as AI), I agree to release, indemnify, and discharge LS/RGS/BBS and all AI from liability, on behalf of myself, my children, my parents, my heirs, assigns, personal representative(s) and estate as follows:

1. **Acknowledgment of Risks:** I acknowledge that horseback riding, related activities and the property in which such activities take place, entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

### **The risks include, but are not limited to:**

A Horse/Mule/Burro (hereinafter collectively referred to as H/M/B), regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your H/M/B or be injured by the H/M/B. A H/M/B may do such things as bite, kick, buck, lie down or stumble. Your H/M/B may collide or have contact with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads or hikers, wild animals, birds, stumps, forest growth, debris, rocks and cliffs, adverse weather conditions and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles, conditions or variations in terrain could cause you to lose control of your H/M/B and you could fall. Riding a H/M/B requires the participant to balance on the saddle. Participants may lose their balance possibly resulting in falling from a H/M/B. Participants may also injure themselves mounting or dismounting from a H/M/B. Equipment being used might malfunction. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear.

First-aid, emergency treatment or other services rendered are offered to the best of our ability. Difficulty of access and availability of adequate medical and evacuation services in the areas we operate in including Texas, New Mexico and Mexico can present additional risks. Participants may become dehydrated which is a risk in and of itself, and may cause exhaustion and inattention, which also present additional risks. Consumption of any food and/or drink provided by LS/RGS/BBS is at your own risk.

I also understand and agree that LS/RGS/BBS employees have difficult jobs to perform. They strive for safety, but are not infallible. They might misjudge or be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions. They may make mistakes and may be negligent.

I also understand that the facilities and property of LS/RGS/BBS may pose risks and dangerous conditions.

2. **Assumption of Risks:** I expressly agree and promise to accept and assume all the risks existing in horseback riding and related activities and in the use of LS/RGS/BBS's equipment and facilities, whether known or unknown, whether anticipated or not, and whether listed in this agreement or not. My participation in this activity is purely voluntary, and I elect to participate despite the risks.
3. **Release of Liability:** I voluntarily release from liability and forever discharge LS/RGS/BBS and all AI from any and all claims, lawsuits, demands, or causes of action, which are in any way connected with my participation in horseback riding and my use of LS/RGS/BBS's services, equipment and facilities. *I understand I am waiving the right to maintain claims of negligence and other claims.*
4. **Personal Responsibility:** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have that could affect my participation in horseback riding and related activities. I acknowledge that I am ultimately responsible for my own safety during my participation in horseback riding and during the time I am using LS/RGS/BBS equipment or facilities or on trails or LS/RGS/BBS property.
5. **Indemnification:** Should LS/RGS/BBS or anyone acting on their behalf, including all AI, be required to incur attorney's fees/costs to enforce this agreement or defend against a claim or lawsuit brought by me or on my behalf, I agree to indemnify and hold LS/RGS/BBS harmless for all such fees/costs. I agree that any litigation or lawsuit regarding this agreement or regarding the services of LS/RGS/BBS shall be filed in State District Court in Brewster County, Texas, and I further agree that the substantive law of Texas shall apply in that action without regard to conflict of law rules.
6. **Severability:** I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

(Continued on next page)

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initials

**By signing this document, I acknowledge that if I, or anyone else, is hurt or killed or property is damaged during my participation in this activity, I am releasing rights to bring or assert claims or a lawsuit, and may be found by a court of law to have waived my right to maintain a lawsuit against LS/RGS/BBS, or any AI, based on any claim from which I have released them herein.**

*I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms. I understand that this document constitutes the entire agreement between myself and LS/RGS/BBS and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising or marketing) outside of this document.*

Signature of Participant or Parent/ Guardian \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone#1 \_\_\_\_\_ Phone#2 \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_  Check here if you wish to NOT receive annual News Letter.

Check here if you wish to NOT appear in any published images.

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for all participants under the age of 18)**

In consideration

of \_\_\_\_\_

(print minor(s) name & age)

("Minor") being permitted by LS/RGS/BBS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LS/RGS/BBS and all AI from any and all Claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s). I represent that I have complete authority to bind, contract for and legally act on behalf of the Minor(s) listed above and that LS/RGS/BBS relies on this representation.

Signature of Parent/Guardian \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT ADDENDUM**

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by LS/RGS/BBS that we should wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while participating in equestrian activities (whether on or off LS/RGS/BBS premises) in order to protect against and reduce the severity of potential head trauma that could result in serious injury, including death, as the result of a fall, collision, kick from a H/M/B, or other occurrence associated with Equestrian activities. Against the advice of LS/RGS/BBS, the guide/instructor, common sense, and LS/RGS/BBS's insurance company, I (and any minor for whom I am signing) am refusing to wear a helmet and assuming all risk of injury. I further agree to indemnify and hold harmless LS/RGS/BBS and all AI from any and all claims that are brought by, or on behalf of me, and any listed Minor, as the result of head trauma or any other injuries resulting from participation in this Equestrian activity.

**HELMETS ARE MANDATORY FOR RIDERS AGE 15 & UNDER. RIDERS AGE 16 TO 17 CAN RIDE WITHOUT A HELMET PROVIDED THAT A PARENT OR GUARDIAN SIGNS THE REFUSAL AGREEMENT INDICATING THE ASSUMPTION OF RISK TO SUCH MINORS.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant and/or Parent

\_\_\_\_\_  
Name of Minor(s) if Applicable (16 or 17-year-old only)

**RIDERS OVER 200 POUNDS AGREEMENT ADDENDUM**

The intrinsic action of riding requires that a H/M/B carry and attempt to balance a load (the rider) while negotiating terrain and obstacles. The heavier the load the more difficult the task may become. I acknowledge by signing this document that I have been informed that I, as a rider weighing over 200 lbs., am at additional risk to contribute to, cause and/or be involved in an Equestrian accident. Additionally, in the event of such an accident, the severity of any injury can be compounded by my body weight and I assume all related risk.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

**\*EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: TEXAS WARNING: under TEXAS Law (Chapter 87, Civil Practice & Remedies Code), an equine sponsor or 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.**