



RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

You must be 18 to fill out this form.

BY ELECTRONICALLY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.

In consideration for being permitted on the premises and/or to participate in any way in riding lessons, boarding and other related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, Starline Stables with its principal place of business located at 1212 Dove Hill Rd. Justin, TX 76247 and it's directors, officers, agents, employees, volunteers and property owners herein referred to as the "STABLE."

2. To release the Stable, their property owners, officers, directors, employees, representatives, agents, volunteers, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Stable or otherwise. By electronically signing this document, I agree to hold the Stable harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Stable, other than what is set forth in this Agreement.

4. This Agreement shall be governed by and interpreted in accordance with the laws of Denton County Texas; and any litigation involving the parties of this Agreement shall be brought within Denton County Texas.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

Inherent hazards and risks include, but are not limited to:

1. Risk of injury from the activity and equipment utilized in riding and caring for horses is significant, including the potential for permanent disability and/or death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of Starline Stables including, but not limited to, operator error.
4. The propensity of horses and other animals to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict a horse's reaction to sound, movements, farm equipment, vehicles, unfamiliar environment, objects, persons, or animals including those that the horse may be familiar with.
6. Natural and man-made hazards including, but not limited to, surface or subsurface conditions, barns, out buildings, tools, equipment, fencing.
7. Propensity for a horse to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, jump, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles, girths or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The horse may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Exposure to outdoor elements, including, but not limited to, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions. Temperature related injuries and illness including, but not limited to heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
15. Encounters with insects, reptiles, and/or animals.
16. Exposure to many common household, environmental and industrial allergens and chemicals.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I am also aware that the risks, dangers and hazards referred to above exist throughout the Stable and surrounding areas. I understand and acknowledge that no amount of caution, experience or instruction can eliminate all of the risks involved. I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, property damage and loss resulting there from.

The Stable reserves the right to use any photograph/video taken during any participation in it's events or services without the expressed written permission of those included within the photograph/video, and may use the photograph/video in publications or other media material produced, used or contracted by the Stables including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc. Any person desiring not to have their photo taken or distributed must contact the Stable in writing.

By electronically filling out this form and signing this agreement, I acknowledge and affirm that I have been fully informed by the Stable and it's associates, of the inherent hazards and risks associated with horses and all activities involved relating to, of which myself and any minors under my care.

Name:

Date of Birth:

Phone:

Email:

Address:

Emergency Contact:

Minor Participants:

By electronically filling out this form and signing this agreement, I acknowledge and affirm that I have been fully informed by the Stable and it's associates, of the inherent hazards and risks associated with horses and all activities involved relating to, of which myself and any minors under my care.

Signature: _____

Date: _____

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.