

Consent Agreement and Liability Release–2018 Show Year

I, _____, do for myself and/or on behalf of my minor child or legal ward, hereby voluntarily request to be permitted to come upon the property of Barbara Mims and Danny Mims (“Owners”) known as Hidden Lake Farm, for the purpose of general recreational activities and/or participation in horse shows and/or clinics for the period from January 1, 2018 through December 31, 2018.

I am fully aware and understand that horses are unpredictable by nature; that when frightened or angry or under stress, a horse’s natural instincts are to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to bite, to buck, or to rear up in front; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will be generally from 3-1/2 to 5-1/2 feet. I understand that I, or my minor child or legal ward, could be injured as a result of any of these or other actions of a horse. I understand these risks, and I voluntarily assume these risks and dangers.

I further understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse, and that Owners are not responsible for the results of the rider’s actions or inactions, for the actions of the horse, or for the actions or inactions of other show/clinic participants or their horses. I am aware that the wearing of an approved riding helmet can reduce the chance of injury to me and/or my minor child or legal ward and agree to wear such helmet at all times while mounted on a horse at Hidden Lake Farm.

I fully understand and agree that I alone am to be responsible for any bodily injury or property damage which I or my minor child or legal ward should sustain on the premises and/or trails of Hidden Lake Farm while engaged in general recreational activities and/or participation in horse shows and/or clinics, and for any time I or my child or legal ward should lose from employment or school or other activity, and for medical expenses or any other expenses incurred because of such bodily injury or property damage. **IN ACKNOWLEDGEMENT OF THE ABOVE, I HEREBY, FOR MYSELF, MY HEIRS, ADMINISTRATORS AND ASSIGNS, RELEASE AND DISCHARGE AND AGREE TO HOLD HARMLESS OWNERS AND THEIR AGENTS, EMPLOYEES, CONTRACTORS AND/OR REPRESENTATIVES (INCLUDING ALL SHOW/CLINIC JUDGES, GATEKEEPERS AND OTHER STAFF) AND ALL OTHER SHOW/CLINIC PARTICIPANTS OF AND FROM ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION FOR SUCH INJURIES SUSTAINED TO MY PERSON OR PROPERTY, OR TO THE PERSON OR PROPERTY OF MY MINOR CHILD OR LEGAL WARD, WHETHER OR NOT SUCH INJURY OR PROPERTY DAMAGE RESULTED FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNERS OR THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS AND/OR REPRESENTATIVES, OR RESULTED FROM ANY DEFECT IN EQUIPMENT THAT MIGHT BE USED AROUND A HORSE, OR RESULTED FROM ANY CONDITION IN THE PREMISES AT HIDDEN LAKE FARM.**

I understand and agree that, in exchange for being permitted to participate in general recreational activities and/or participation in horse shows and/or clinics at Hidden Lake Farm for the period from January 1, 2018 through December 31, 2018, I am voluntarily assuming the risks of any injury or property damage that might occur for **ANY REASON** and acknowledge my agreement that I may not bring a lawsuit or a claim of any kind against Owners and/or their respective agents, employees, contractors and/or representatives (including all show/clinic judges, gatekeepers and other staff) for such injuries and/or property damage. If I should bring such claim or lawsuit in violation of this agreement, I agree that I shall be liable to Owners for any and all reasonable attorneys’ fees and expenses that may be incurred by Owners in defending against such claims.

I FURTHER AGREE TO INDEMNIFY AND REIMBURSE OWNERS AND/OR THEIR AGENTS, EMPLOYEES, CONTRACTORS AND/OR REPRESENTATIVES (INCLUDING ALL SHOW/CLINIC JUDGES, GATEKEEPERS AND OTHER STAFF) FROM AND FOR ANY INJURY AND/OR PROPERTY DAMAGE CAUSED TO ANY THIRD PERSON AS A RESULT OF ANY ACTION OR INACTION ON MY PART. THIS INDEMNIFICATION INCLUDES THE REASONABLE COST OF ATTORNEYS’ FEES AND EXPENSES INCURRED BY OWNERS IN DEFENDING AGAINST ANY SUCH SUIT.

I understand and agree that this Consent Agreement and Liability Release is being entered into in the State of Texas, and the laws of the State of Texas shall govern its terms and conditions. The parties agree that if any term or condition is found to be invalid under the laws of Texas, such offending term or condition shall be stricken from the Agreement without affecting the other terms and conditions.

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.

I have read and understood the above. If I am signing this on behalf of a minor child, I represent that I am that minor child’s parent or legal guardian and am authorized to do so.

SIGNATURE

DATE

PRINTED NAME

GUARDIAN OR PARENT OF: _____