



## WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT & RIDING INSTRUCTION AGREEMENT

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

1) **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** - This agreement shall be legally binding between **Vanessa and Patrick Conner**, DBA Conner Combined Training herein know as the RIDING INSTRUCTORS 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 this riding instructor. Any disputes by the rider shall be litigated in, and venue shall be the county in which these riding instructors are 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 riding, taking riding lessons, working around horses and/or participating in events involving horses, and that this student will ride either his/her own horse or school horses provided by this riding instructor for instructional purpose, today and on all future dates.

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.

4) **NATURE OF SCHOOL HORSES:** I UNDERSTAND THAT these riding instructors choose school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS and these riding instructors follows a rigid safety program. Yet, no riding horse is a completely safe horse. I understand that the horse is an animal with a mind of its own. I further understand that 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 suddenly and at will; shifting its weight; bucking, rearing, kicking, biting, or running from real or perceived 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. THESE RIDING INSTRUCTORS advise pregnant women not to ride horses. I understand that I should not stand behind horses, that I enter the stalls of horses at my own risk.

6) **CONDITIONS OF NATURE AND INSPECTION OF PREMISES:** I UNDERSTAND THAT THESE RIDING INSTRUCTORS are 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 manmade changes in landscape. The RIDER and parent or legal guardian have inspected the stables and facilities where these riding instructors conduct instruction, and are satisfied that all premise conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon these 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.

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 THESE RIDING INSTRUCTORS 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 and footwear for this activity, including shoes or boots that have a heel. (No tennis shoes or flip flops).

10) **LIABILITY RELEASE:** I AGREE THAT in consideration of THESE RIDING INSTRUCTORS 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 THESE RIDING INSTRUCTORS, 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 THESE RIDING INSTRUCTORS and/or ITS ASSOCIATES ordinary negligence; and I do further agree that except in the event of THESE RIDING INSTRCUTORS' gross negligence and willful and wanton misconduct, I shall not bring any claims demands, legal action, against THESE RIDING INSTRUCTORS 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 THESE RIDING INSTRUCTORS to include while riding, handling, or

otherwise being near horses owned by or in the care, custody and control of THESE RIDING INSTRUCTORS, whether on or off the premises of the stable where horses are kept.

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 by Vanessa and Patrick Conner. 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 Vanessa and Patrick Conner and Conner Combined Training.

**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 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 Vanessa and Patrick Conner DBA Conner Combined Training. 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.

Rider's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rider's Name (printed): \_\_\_\_\_

Print Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Print E-Mail Address: \_\_\_\_\_

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 Vanessa and Patrick Conner DBA Conner Combined Training from any and all liabilities incident to my minor child's involvement.

Parent's Signature (if rider is a minor): \_\_\_\_\_ Date: \_\_\_\_\_

Child's printed name:

\_\_\_\_\_