

Valhalla Stables Release

Assumption of Risk, Release of Liability Indemnification Agreement and Covenant not to Sue

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 RISK OF EQUINE ACTIVITIES.

The Participant (or the legal guardian of the Participant if the Participant is under the age of eighteen) acknowledges the inherent risks of any equine activity and agrees to hold harmless Valhalla Stables, show management, employees, agents, volunteers, sponsors, independent contractors, insurance carriers, and all others who are involved from any liability due to negligence or implied negligence resulting in injury to the Participant, their horse(s), equipment, or vehicles while engaging in equine activities.

The Participant relinquishes, on behalf of self, spouse, heirs, estate, and assigns, the right to recover for injury or death. Parents of the Participant relinquish, on behalf of self, spouse, heirs, estate, and assigns, the right to recover for injury or death to the Participant.

Assumption of Inherent Risks. Injuries may be caused by falls from horses; unpredictable weather changes; the propensity of the horse to behave in ways that may result in injury, harm, or death to those around it; the unpredictability of the animal's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; surface or subsurface conditions; collisions with other animals or objects; actions of the rider or other riders; failure of tack or other equipment; and errors in judgment of the riding instructor or other employees.

It is impossible to list all the inherent risks of horseback rides, but some are listed here to give the rider a better idea of the risks involved. Minor injuries such as muscle soreness, bruises, and sprains are frequent occurrences. More serious injuries such as muscle soreness, bruises, and sickness, broken bones, concussions, cuts, and bites occasionally occur. Rare catastrophic events such as heart attack, stroke, paralysis, serious internal or head injuries, and death can occur.

I understand that the inherent risks of horseback rides and jumping are serious, and that horseback riding and jumping is a dangerous activity regardless of the care taken by Valhalla Stables, show management and its employees. I have read the previous paragraphs and 1) I know the nature of the activity of horseback riding and jumping; 2) I understand the demands of this activity relative to my physical condition and riding skill level, and 3) I appreciate the potential impact of the types of injuries that may result from horseback trail riding and jumping. I hereby assert that my participation at Valhalla Stables is voluntary and that I knowingly assume all the inherent risks of the activity.

Waiver of Liability: In consideration of permission to participate in a horseback riding and jumping, today and on all future dates, I, on behalf of myself, my spouse, my heirs, personal representatives, or assigns, do hereby release, waive, and discharge Valhalla Stables and show management (including its officers, employees, volunteers, equipment manufacturers/vendors, and agencies) from liability from any and all claims resulting from the ordinary negligence of the Valhalla Stables.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from horseback riding and jumping participation at Valhalla Stables (including, but not limited to, in and around the barn and arena, mounting and dismounting, during any instruction by the staff, and all premises including bleachers, the associated sidewalks and parking lots); and to 2) all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I also agree to hold harmless, defend, and indemnify Valhalla Stables (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) from any and all claims of mine, my spouse, family members, or others arising from my injury or loss due to my participation in horseback trail riding (including those arising from the inherent risks of horseback riding and jumping or the ordinary negligence of Valhalla Stables).

I further agree to hold harmless, defend, and indemnify Valhalla Stables (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against all claims of co-participants, rescuers, and others arising from my conduct during my participation in horseback riding and jumping.

Covenant not to Sue, Arbitration, Venue, Severability & Integration Clauses:

1) I covenant not to sue Valhalla Stables for any present or future claim arising directly or indirectly from my current or future participation in horseback riding and jumping at Valhalla Stables. This includes claims resulting from the inherent risks of horseback riding and jumping and the ordinary negligence of Valhalla Stables.

2) I agree to engage in good faith efforts to mediate any dispute that might arise between me and Valhalla Stables. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that the issue will be submitted to binding arbitration in Denton County, State of Texas.

3) Likewise, I agree that if, despite this contract, legal action is brought regarding a claim, such legal action must be adjudicated under the laws of the State of Texas and the venue of such action must be the District Court housed in Denton County, State of Texas.

4) I also expressly agree that this Participant Agreement (including Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant not to Sue) is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5) I also understand that this document constitutes the entire agreement and supersedes all previous oral or written promises or agreements.

Authorizations, Assertions, and Agreements: Emergency Care – I authorize and agree:

