

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

This form must be completed by and for each participant.

PREMISES OWNER'S NAME: Austin Tri-Star Equestrian Center (Austin Tri-Star)
LOCATION OR ADDRESS: 5700 Highway 79, Hutto, Texas 78634

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. AUSTIN TRI-STAR DOES NOT GUARANTEE YOUR SAFTY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE

I, the following individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on premises of Austin Tri-Star, and that this RIDER will ride his/her own horse or one borrowed or leased by RIDER'S own arrangement today and on all future dates:

RIDER NAME AND AGE: _____

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS

This agreement shall be legally binding upon me the registered RIDER, and the parents of 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 of Texas. Any disputes by the RIDER shall be litigated in and venue shall be is Williamson County, Texas.

The term "HORSE" herein shall refer to all equine species.

The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted.

The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.

the term "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

C. ACTIVITY RISK CLASSIFICATION

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. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in morse lasting residual effects than injuries in other activities.

D. NATURE OF RIDING HORSES

No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. if a rider falls from a horse to the ground it will generally be at a distance of from 31/2 to 51/2 feet, and the impact may result in injury to the rider. 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 at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

E. RIDER RESPONSIBILITY

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 carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.

F. CONDITIONS OF NATURE

Austin Tri-Star is 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,

lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or 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 man-made changes in landscape.

G. INSPECTION OF PREMISES

RIDER has inspected Austin Tri-Star facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon the Austin Tri-Star premises.

H. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE

Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

My accident/medical insurance company is _____

My policy number is _____

Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages.

My personal liability insurance company is _____

My policy number is _____

I. PROTECTIVE HEADGEAR WARNING

I have been fully warned and advised by Austin Tri-Star that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Minors 16 and under are required to wear protective headgear.

J. LIABILITY RELEASE

In consideration of Austin Tri-Star allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release Austin Tri-Star, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to Austin Tri-Star ordinary negligence; and I do further agree that except in the event of Austin Tri-Star's gross negligence and willful and wanton misconduct, I shall not bring and claims, demand, legal actions and causes of action, against Austin Tri-Star and/or its associates, 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 Austin Tri-Star, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Austin Tri-Star.

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

SINGER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FORGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER
(Parent must sign for rider 17 & under)

DATE _____

SIGNATURE OF PARENT, or GUARDIAN

Address in full: _____

Two Phone #s where you can be reached: _____