

FOUR WINDS HORSE TRAINING, L.L.C
16562 Calumet Trail
College Station, TX 77845

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. PLEASE READ ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING IT. UNDER TEXAS LAW 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. (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) Your signature indicates your understanding of and agreement to its terms. On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, I hereby:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a persons feet, push or shove a person, saddles or bridles may loosen or break, all of which may cause the rider to fall or be jolted resulting in serious injury or death.
2. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the use of horse, equipment and gear provided to me by FOUR WINDS HORSE TRAINING LLC, and the use of my own horse, equipment and gear.
4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE FOUR WINDS HORSE TRAINING, LLC or its members, managers, officers, owners, agents, partners and employees (hereinafter the "Releasees"), fix any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders.
6. INDEMNIFY AND SAVE AND HOLD HARMLESS FOUR WINDS HORSE TRAINING. LLC. or its members, managers, officers, owners, agents, partners, employees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith or any acts or omissions of other employees or agents.
7. Agree to abide by and follow any instruction given or rules established by FOUR WINDS HORSE TRAINING, LLC or its members, managers, officers, owners, agents, partners or employees with regard to my use of the horse or any equipment or gear provided herewith.
8. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk and indemnity agreement is governed by the Sate of Texas and is intended to be as broad and inclusive as is permitted by Texas law, and that in the event of any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Shannon Brown and FOUR WINDS HORSE TRAINING. LLC. or its members, managers,

officers, owners, agents, partners, employees for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by Shannon Brown and FOUR WINDS HORSE TRAINING, LLC in defending such an action.

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE

AND INDEMNITY FOR ALL CLAIMS arising out of or in any way connected

Signed: _____ Date: _____

(Signature of Rider or Parent/Guardian)

Name: _____

Address: _____

City: _____, State: _____, Zip: _____

Telephone: _____ Email: _____

RIDER EXPERIENCE LEVEL

Never Ridden

Ridden Few Times

Ridden Occasionally

Ridden Frequently

Experienced Rider