



Windmill Stables

HORSE RIDING AGREEMENT AND RELEASE OF LIABILITY

(To be completed in full by and for each participant)

BETWEEN THE INDIVIDUAL NAMED BELOW AND HUF STABLES, LLC, dba WINDMILL STABLES and all employees, members, or contract labor are hereinafter known as "WINDMILL STABLES" located at 2029 North Cliffe, Richardson, TX 75082.

PLEASE READ CAREFULLY BEFORE SIGNING

We welcome you and are very happy you have chosen WINDMILL STABLES. We will do all we are able to provide a fun and safe experience for you and your family. In order to ride here, we require your full understanding and signing of this contract. Serious injury may result from your participation in this activity and WINDMILL STABLES does not guarantee your safety or that of your horse(s).

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

This Liability Release Agreement, hereinafter referred to as RELEASE, dated this _____ day of _____, 20____, by and between WINDMILL STABLES, hereinafter referred to as "WINDMILL STABLES" and the following named individual, hereinafter referred to as "RIDER" [in the case of a RIDER who is a minor, the parent or legal guardian thereof must co-sign this AGREEMENT], do hereby agree as follows:

REGISTRATION OF RIDER AND AGREEMENT PURPOSE: In consideration of WINDMILL STABLES's permission to use WINDMILL STABLES owned facilities and/or horses, and the signing of this agreement, I the following individual hereinafter known as the "RIDER" [and RIDER's parent or legal guardian if RIDER is a minor], do hereby voluntarily request and agree to participate in today's equestrian related activity being held at and provided by WINDMILL STABLES, and that RIDER will either ride his/her own horse, or trail/school horses provided by WINDMILL STABLES for today's activities and on all future dates:

RIDER'S name _____ **age** _____ **DOB** ____ / ____ / ____ **weight** _____ **lbs.**

Riding experience (check one):

_____ **under 15 hrs or beginner** _____ **15-40 hrs or novice** _____ **40 hrs-2 yrs or intermediate** _____ **over 2 yrs or advanced.**

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This RELEASE and agreement shall be legally binding upon me the registered RIDER, RIDER's parent or guardian if RIDER is a minor, RIDER's heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county in which WINDMILL STABLES is physically located. Any disputes by the RIDER shall be litigated in and venue shall be the county in which WINDMILL STABLES is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. 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 refer to the above registered individual and the parents or legal guardian thereof if a minor, as a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the above registered RIDER and the parents or legal guardians thereof if a minor.

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. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

NATURE OF RIDING HORSES: I UNDERSTAND THAT: WINDMILL STABLES follows a rigid safety program, yet 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 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. 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 direction or speed, shifting its weight from side to side, bucking, rearing, biting, kicking, or running from danger.

PROTECTIVE HEADGEAR WARNING: I AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned by WINDMILL STABLES that all horse handlers should purchase and wear properly fitted and secured protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, while riding or being near horses and I do understand 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 possibly prevent death from happening as the result of a fall and/or other occurrences. It is understood the headgear provided by WINDMILL STABLES may not be a perfect fit and once provided, RIDER will be responsible for securing headgear at all times. RIDER agrees to abide by WINDMILL STABLE'S policy stipulating that all persons under the age of 18 wear secure headgear while mounted. In addition, the RIDER agrees to abide by the policy of WINDMILL STABLES that stipulates that ANY PERSON JUMPING OBSTACLES ON HORSEBACK MUST WEAR PROTECTIVE HEADGEAR. WINDMILL STABLES STRONGLY ADVISES THAT ALL PERSONS ON HORSEBACK AND NEAR HORSES WEAR PROTECTIVE HEADGEAR. RIDERS under 18 must be supervised by a family member, or designated adult, over 18 when jumping obstacles.

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 on his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I understand that horseback riding is a rigorous activity, requiring both physical fitness and mental alertness at all times. I certify that I am in good health, and free from injury, illness, or other defect which might impair my ability to engage in this activity. I also understand that riding instruction requires that the instructor give direction in the form of commands, and while due deference should be given such commands; I realize that all my activities are voluntary, and I must utilize my own judgment in choosing whether to comply with suggested act. The instructor is entitled to my attentiveness and good efforts to cooperate, but does not expect or require total obedience, especially if compliance might cause injury or harm to myself, my horse, or any person, animal, or property. The RIDER shall be responsible for his/her own safety, and that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. WINDMILL STABLES advises pregnant women not to ride horses.

CONDITIONS OF NATURE: RIDER understand that WINDMILL STABLES 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, but not limited to: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; machinery or equipment noise and movement; 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 man-made changes in landscape.

INSPECTION OF PREMISES: I UNDERSTAND THAT: RIDER has inspected WINDMILL STABLES'S facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon WINDMILL STABLES'S premises.

CARRY-ON OBJECTS AND SHARP NOISES: RIDER may not carry loose items while riding which may fall, blow away, flap in the wind or make sharp noises. Some examples include but not limited to cell phone use, pagers or jewelry. There may not be sharp noises, screaming or yelling which may scare horses.

SADDLE GIRTH/NATURAL LOOSENING: Saddle girths (saddle fastener around horse's belly just behind front legs) may loosen during ride. IF a rider notices this he/she must dismount and tighten saddle or immediately alert someone who can so to avoid slippage of the saddle and a potential fall of the rider. The rider shall not again mount the horse until the saddle has been sufficiently tightened to avoid slippage.

ACCIDENTAL AND PERSONAL LIABILITY INSURANCE: I AGREE THAT: Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. Should my actions or that of my horse (owned or leased) cause injury or damage of any kind I and/or my own personal liability insurance shall pay for such damages. In consideration for the instruction and activity provided, the RIDER or parent/guardian hereby covenants and agrees to provide health and accident insurance on RIDER participating in the horse activities. It is understood that said RIDER, parent/guardian, assumes full financial responsibility for any and all accidents, harm, or injuries incurred while participating in activities at WINDMILL STABLES. In the event of an accident, RIDER authorizes WINDMILL STABLES to arrange for emergency medical treatment as needed.

PHOTOGRAPHY/VIDEO RELEASE: I DO _____ DO NOT ____ grant to WINDMILL STABLES, its representatives and employees the right to take photographs/videos of me or my child (if under 18 years old) and my property in connection with WINDMILL STABLES's activities. I authorize WINDMILL STABLES, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that WINDMILL STABLES may use such photographs/videos of me or my child (if under 18 years old) with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

LIABILITY RELEASE: I AGREE THAT: In consideration of WINDMILL STABLES allowing my participation in this 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 WINDMILL STABLES, its owners, agents, employees, representatives, officers, directors, assigns, members, owners of premises, affiliated organizations, insurers and others acting on WINDMILL STABLES'S 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 WINDMILL STABLES'S and/or its Associates' ordinary negligence; and I do further agree that except in the event of WINDMILL STABLES'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against WINDMILL STABLES 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 and/or legal ward in relation to the premises and operation of WINDMILL STABLES, to include while riding, handling or otherwise being near horses owned by or in the care, custody, and control of WINDMILL STABLES, whether on or off the premises of WINDMILL STABLES.

I UNDERSTAND THAT: WINDMILL STABLES and the instructor and manager are relying on this waiver and release of liability, and that absent my signing this waiver and release of liability, (A) I would not be allowed to participate in classes, or to use, handle, or ride a horse while a student, or while engaged in any other activities whatsoever, with respect to WINDMILL STABLES, and (B) If applicable, WINDMILL STABLES and its manager would not enter into a boarding or lease contract with me.

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

Date: _____

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

For: _____

SIGNATURE OF PARENT, GUARDIAN

(Please print)

Address: _____ Phone: _____

Email: _____ Cell Phone: _____

Emergency Contact: _____ Relationship: _____

Phone number: _____

By: _____

SIGNATURE OF WINDMILL STABLES

Authorized Representatives Signature

Title