**PALO DURO RIDING STABLES**

**Release and Assumption of Risk Agreement**

By signing this agreement, you are giving up certain legal rights, including the right to recover damages in case of property damage, loss, and injury or death. Read this agreement carefully before signing it. Your signature indicates your understanding of, and agreement to its terms.

**WARNING:**

**An equine professional is not liable for any injury to or death of a participant in equine activities resulting from inherent risks of equine activities. – Texas Civil Practice and Remedies Code Title 4, Chapter 87**

As a condition of your use of horses and land for equine and other outdoor activities, you acknowledge that there are risks associated with riding a horse, including, but not limited to, the following:

* The propensity of an equine animal to behave in ways that may result in personal injury or death to a person on or around it;
* The predictability of an equine animal’s reaction to a sound, a sudden movement, or an unfamiliar object, person, or other animal;
* Certain land conditions and hazards, including surface and subsurface conditions;
* A collision with another animal or an object;
* The potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine animal or not acting within the participant’s ability.

In addition, being on the land itself, in the barn or stable area, pasture or canyon land environment, whether on a horse or on foot, involves a set of risks. You acknowledge that those risks are, but not limited to, the following:

* Existence of wild pigs, bobcats, mountain lions, and venomous snakes;
* Existence of insects such as bees, wasps, spiders, and other stinging insects that may cause an allergic reaction;
* Condition of the land and terrain, including holes, draws and arroyos, ditches, cliffs, creeks, and groves of trees and brush.

For, and in consideration of entry onto the land as a guest, you agree to assume these risks and release (A) Palo Duro Riding Stables (PDRS), Jesse Sorenson, and all family members; (B) the owners of the horses being furnished to ride; (C) all persons and companies owning the land upon which activities will be conducted; (D) their agents, servants, volunteers, crew members, independent contractors, and all other persons acting in concert with them from any and all claims of negligence or gross negligence, and all liability of every kind and character for personal injury or death.

You acknowledge that this document is a contract and agree that if a lawsuit is filed against its owners, agents, employees, volunteers, or family members for any damages, property loss, injury or death, is a breach of this contract and the undersigned will pay all attorneys’ fees and costs, including lost income, incurred by the stables in defending such action.

This release shall bind you, your spouse, children, parents, heirs, and any other person privy with you.

My horseback riding experience is the following:

[ ] Beginner – I have never ridden a horse

[ ] Intermediate – I have ridden a horse, but infrequently, or not in a long time.

[ ] Advanced – I am an experienced rider, I ride often, or have been riding all my life.

Printed Name of Rider\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Rider/or Guardian, if rider is under 18\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement is performable in Randall County, Texas