

# SHOCKEY STABLES

## LIABILITY / INDEMNITY RELEASE

This **LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between **JUDY M SHOCKEY**, hereinafter designated Equine Professional and \_\_\_\_\_, hereinafter designated Participant; if Participant is a minor, {DOB} \_\_\_\_\_ plus name of Participant's parent or guardian \_\_\_\_\_. In return for the use today, and on all future days, of property, facilities, and services of the Equine Professional, the Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Participant is responsible for full and complete insurance coverage on his horse, personal property and himself.
2. Participant understands there are **INHERENT RISKS** in and around equine activities.

These are dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury, or harm, or the death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equines or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability, and/or act in a negligent manner.

3. Participant expressly assumes **RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON EQUINE PROFESSIONAL'S PROPERTY AND FACILITIES** including, without limitation but not limited to; the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

4. Participant agrees to hold Equine Professional and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees, agents and volunteers completely harmless and not liable and releases them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon Equine Professional's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Equine Professional.

5. Participant agrees to indemnify and defend Equine Professional against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arises from Participant's use of or presence upon the Equine Professional's property and facilities.

6. Participant agrees to abide by all of Equine Professional's rules and regulations, and Participant is responsible for using protective gear; i.e. hard hat (riding helmet) and boots.

7. This Contract is non-assignable and non-transferable and is made and entered into the State of **TEXAS**, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with the State Law, then that clause is null and void.

8. As a parent and/or legal guardian (if participant is a minor) or as an adult participant involved in the equine activities at Shockey Stables, I hereby acknowledge that my eligibility for participation is expressly conditioned upon my representations in this **Liability/Indemnity Release Form**. I hereby release and discharge David and Judy Shockey and Shockey Stables as well as all of their respective directors, boarders, agents, employees and individual volunteers assisting Shockey Stables, (**Released Persons**), from any liability or

PARTICIPANTS NAME \_\_\_\_\_

responsibility, arising in whole or in part, directly or indirectly, out of the activities at Shockey Stables. This release and indemnity includes, without limitation, any injury or damage to me or anyone associated with or related to me, or injury or damage to my property or the property of others, arising in whole or in part out of my activities. I understand and acknowledge that an **Equine Activity** is an inherently dangerous activity and it involves the use of horses in close proximity to me and my property and others and their property, and that this presents a definite risk of harm and injury. I acknowledge the risk of equine activities and riding, and of the dangers and risks associated with these activities. I further acknowledge that none of the **Released Persons** have made any warranties, either express or implied, as to the condition of Shockey Stables, and I accept same AS IS, WHERE IS, WITH ALL FAULTS AND DANGERS. I agree that I have been adequately warned of the hazards, dangers and risks associated with my participation in the Equine Activities at Shockey Stables, and that I will not be accepted as a participant unless I sign this document, acknowledging these risks and the adequacy of this warning. I further acknowledge that the **Released Persons** are relying upon my representations embodied in this release.

9. In consideration of the right to participate in the **Equine Activities at Shockey Stables**, I hereby **RELEASE** and agree to **INDEMNIFY** and **HOLD HARMLESS** each **RELEASED PERSON** from and against any and all claims, demands, suits, liabilities, and damages of any kind, including attorneys' fees, resulting from any accident or occurrence caused, in whole or in part, by my recreational equine activities at Shockey Stables. This release and indemnification applies WHETHER OR NOT THE OCCURRENCE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OF ANY OR ALL OF THE RELEASED PERSONS. This release and indemnification further applies to any claims by minors under my care and supervision. As used in this document, the terms "I", "me", "myself" or the like includes my spouse/friend/fiancé/roommate and any minors in my care and supervision.

10. The undersigned has read and voluntarily signed the **LIABILITY/INDEMNITY RELEASE FOR EQUINE ACTIVITIES at SHOCKEY STABLES** and expressly acknowledges that no insurance coverage of any kind is to be provided, included or guaranteed by **RELEASED PERSONS**. The undersigned expressly acknowledges that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

11. I give permission to Shockey Stables to use my and/or my child's photo or other likeness in any of Shockey Stables general publicity and campaigning materials. Yes \_\_\_\_\_ No \_\_\_\_\_ Initial only ~ No x's or ✓ marks.

**WARNING: Under TEXAS law, (Chapter 87, Civil Practice and Remedies Code), an equine activity sponsor or equine professional is not liable for the injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

\_\_\_\_\_  
Equine Professional Signature                      Date                      Participant/Parent/Guardian Signature                      Date

**Home Address** \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Home #** \_\_\_\_\_ **Cell #** \_\_\_\_\_ **Work #** \_\_\_\_\_

**Email Address** \_\_\_\_\_