

## PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Lajitas Stables / Rio Grande Stables / Big Bend Stables, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LS/RGS/BBS"), I hereby agree to release, indemnify, and discharge LS/RGS/BBS, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or be injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance possibly resulting in falling from a horse. First-aid, emergency treatment or other services rendered are offered to the best of our ability, however difficulty of access and availability of adequate medical and evacuation services in Texas, New Mexico, or Mexico can present additional risks. Consumption of any food and/or drink provided by LS/RGS/BBS is at your own risk.

Furthermore, LS/RGS/BBS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LS/RGS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LS/RGS/BBS's equipment or facilities, **including any such claims which allege negligent acts or omissions of LS/RGS/BBS.**
4. Should LS/RGS/BBS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against LS/RGS/BBS, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against LS/RGS/BBS on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read it and understood it, and I agree to be bound by its terms.**

Signature of Participant(s) \_\_\_\_\_

Printed Name(s) \_\_\_\_\_

Address (incl. City, State, Zip) \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

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

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for all participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name & age) ("Minor") being permitted by LS/RGS/BBS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LS/RGS/BBS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent/Guardian \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT ADDENDUM**

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by LS/RGS/BBS that we should wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while participating in horse riding activities (whether on or off LS/RGS/BBS premises) in order to protect against and reduce the severity of potential head trauma that could result in serious injury, including death, as the result of a fall, collision, kick from a horse, or other occurrence associated with horse activities. Against the advice of LS/RGS/BBS, the guide/instructor, common sense, and LS/RGS/BBS's insurance company, I (and any minor for whom I am signing) am refusing to wear a helmet and assuming all risk of injury. I further agree to indemnify and hold harmless LS/RGS/BBS from any and all claims that are brought by, or on behalf of me, and any listed Minor, as the result of head trauma resulting from participation in any horse activities.

**HELMETS ARE MANDATORY FOR RIDERS AGE 13 & UNDER. RIDERS AGE 14 TO 17 CAN RIDE WITHOUT A HELMET PROVIDED THAT A PARENT OR GUARDIAN SIGNS THE REFUSAL AGREEMENT INDICATING THE ASSUMPTION OF RISK TO SUCH MINORS.**

**I/We have had sufficient opportunity to read this entire document.  
I/We have read and understood it, and agree to be bound by its terms.**

_____	_____	_____
Date	Signature of Participant and/or Parent	Name of Minor if Applicable
_____	_____	_____
Date	Signature of Participant and/or Parent	Name of Minor if Applicable
_____	_____	_____
Date	Signature of Participant and/or Parent	Name of Minor if Applicable
_____	_____	_____
Date	Signature of Participant and/or Parent	Name of Minor if Applicable
_____	_____	_____
Date	Signature of Participant and/or Parent	Name of Minor if Applicable

**RIDERS OVER 200 POUNDS**

I acknowledge by signing this document that I am fully aware of the additional risks in horseback activities that my size presents. Riders weighing over 200 lbs., such as myself, have a greater chance of having an accident. Additionally, in the event of such an accident, the severity of any injury can be compounded by my body weight.

_____	_____
Date	Signature of Participant
_____	_____
Date	Signature of Participant
_____	_____
Date	Signature of Participant