

RELEASE AND HOLD HARMLESS AGREEMENT*
Blue Vista Equestrian Center

*For 18 years and over

I, _____, will voluntarily participate in various activities, to include horseback riding at the Blue Vista Equestrian Center. I am fully aware and understand there is some risk of death or personal injury to myself and damage to or loss of my personal property which may occur as a result of my participation.

In consideration for my being allowed to participate in the various activities of the Blue Vista Equestrian Center, I, make the following agreement:

1. The Blue Vista Equestrian Center, and any agency, entity, instrumentality, and employee thereof, shall not be liable to me for any personal injuries or death or damage to personal property caused by defects, disrepair, or faulty construction of the Blue Vista Equestrian Center premises.
2. I hereby agree, from this day forward and for all time to come, to indemnify, release, and hold harmless the Blue Vista Equestrian Center, and any agency, entity, instrumentality, and employee thereof from and against any and all claims or causes of action for damages to property or death or personal injury incident to or arising from my use of the Blue Vista Stables premises, or from any activity, work or thing done, permitted, or suffered by me in or about the Blue Vista Equestrian Center premises.
3. The Blue Vista Equestrian Center shall not be liable to me for personal injuries or death or property damage or loss from theft, vandalism, fire, flood, water leaks, hurricane, rain, hail, ice, snow, lightning, wind explosion, accident, or other causes whatsoever, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of the Blue Vista Equestrian Center or any agency, entity, instrumentality, or employee thereof.
4. I agree that I will never prosecute or in any way aid in prosecuting any demand, claim, or suit against Blue Vista Equestrian Center for any loss, damage, injury to my person or property, or death that may occur from any cause whatsoever as a result of my child taking part in the activities of the Blue Vista Equestrian Center.
5. I understand and agree that I AM ASSUMING THE RISK of any personal injury or property damage that may result from my taking part in Blue Vista Equestrian Center activities. This includes such injuries or damage as may be caused by the negligence of the Blue Vista Equestrian Center.
6. I understand and agree that I will be liable for any damage or loss to the Blue Vista Equestrian Center, which is caused by my child's gross negligence, willful misconduct, or fraud.

THIS IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Executed this _____ day of _____, 20__.

Parent's Name

Address

City, State, Zip code

Blue Vista may take photo/s of my child/ren or I while I participate in any event that Blue Vista Equestrian offers.

I will _____ I will not _____ allow Blue Vista to use these photos of my child/ren or I for promotional purposes such as flyers, web pages, pamphlets, etc.

Signed _____

Warning

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), 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.

Added by Acts 1995, 74th Leg., Ch. 549, S 1, eff. Sept.1, 1995.

Initials _____