

Southlake Equestrian
WAIVER AND RELEASE OF LIABILITY

Participant Name: _____
Last name, First name

Age of Participant: _____

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

WARNING

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

For purposes of this Waiver and Release of Liability (this "Release"), "Participant" refers to (i) the individual named above, (ii) his, her, or its successors, assigns, heirs, distributees, transferees, guardians, and legal representatives, and (iii) such individual's parent or legal guardian if the individual is a minor (less than eighteen (18) years of age), "Premises Owner" refers to Kaisarine and Eric Holdings, LLC, a Texas limited liability company and any other person or entity holding legal or beneficial title, including, but not limited to Eric Chen or Kaisarine Su, and "Operator" refers , Southlake Equestrian, LLC, Texas limited liability company and any other person or entity holding legal or beneficial title, including , but not limited to Bridget Bello. Also, for the purposes of this Release, Premises refer to that certain property located at 4500 N. White Chapel, Southlake, Texas 76092 such property being more particularly described on **Exhibit A** attached hereto and incorporated herein.

Participant understands that Premises Owner and Operator are both farm owners and equine and ranch professionals engaged in equine and other farm animal activities including but not limited to riding, handling, training, boarding, showing, exhibiting and assisting in the management, care and treatment of equine and other ranch animals.

As a condition of your use of the Premises for equine and other activities on the Premises, Participant acknowledges that there are risks associated with the Premises itself, horses other animals, barns or stable area, pasture or farm environment, including, but not limited to, the following:

- Horses and other farm/ranch animals are not predictable and may act or move in a manner that causes personal injury or death to a person and may also react to a sound, a sudden movement, or an unfamiliar object, person, or other animal in a manner that results in personal injury or death to a person;
- The Premises may include land conditions and hazards, including surface and subsurface conditions and, for example, holes, ditches, cliffs, ravines, trees, brush, creeks, ponds;
- Participant or other people on the Premises may act in a negligent manner (including failing or being unable to control an equine or other animal on the Premises);
- The presence of both wild and domesticated animals on the Premises, including, but not limited to horses;

Participant acknowledges that he, she, or it has voluntarily decided to (1) enter onto the Premises, (2) use the facilities and buildings located on the Premises and (3) engage and/or participate in activities on the Premises, including, but not limited to, equine activities, general horseback riding, the training and showing of horses, care of horses, or any other use of the Premises (the activities set forth in the preceding clauses (1)-(3), collectively, the "Premises Activities").

In full consideration for being permitted to engage and/or participate in the Premises Activities, by the signature(s) below, Participant hereby freely, voluntarily, and without duress:

- (1) **ACCEPTS AND ASSUMES ANY AND ALL RISK OF INJURY, ILLNESS, OR DEATH ARISING FROM OR RELATING TO THE PREMISES ACTIVITIES.**
- (2) **WAIVES, RELEASES, FOREVER DISCHARGES, INDEMNIFIES, AND HOLDS HARMLESS BOTH THE PREMISES OWNER AND THE OPERATOR AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, EMPLOYEES, FAMILY MEMBERS, AND VOLUNTEERS (COLLECTIVELY, THE "RELEASED PARTIES") OF ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS OR RIGHTS OF ACTION, OR DAMAGES OF ANY KIND, INCLUDING, BUT NOT**

LIMITED TO, ACTUAL, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY (WHETHER ARISING FROM BODILY INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE) RELATED TO, ARISING FROM, OR IN ANY WAY CONNECTED WITH THE PREMISES ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, ACTIONS, CLAIMS, OR DEMANDS RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, OR ANTICIPATED OR UNANTICIPATED, AT LAW OR IN EQUITY.

- (3) Recognizes and acknowledges that the Released Parties make no representations or warranties, express or implied, as to the nature of the Premises Activities and/or the condition of the Premises, including, but not limited to, any hazards or absence thereof, at or on the Premises.
- (4) Affirms that he/she is fully competent to ride and perform activities around horses and farm animals and he/she is satisfied with the facilities and the qualifications of Operator, Premises Owner, and the agent and employees of both and acknowledges that despite all reasonable and prudent safety precautions on the part of Operator or Premises Owner, accidents may occur when dealing with horses, cows or other farm animals who are by nature understood to be unpredictable.
- (5) Agrees and acknowledges that Participant has the sole discretion in determining and deciding his, her, or its own capability to perform, participate in, or engage in any of the Premises Activities, and further agrees and acknowledges that it is the Participant's sole responsibility to notify the Premises Owner of any medical condition, physical condition, or any other reason that prevents or would prevent the Participant from participating in or performing any of the Premises Activities.
- (6) Acknowledges that this Release shall be binding upon the Participant.
- (7) Agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that it shall be governed and interpreted in accordance with the laws of the State of Texas, and that if any one or more of the provisions or any portion of a provision contained in this Release is held to be invalid, the remainder of this Release shall remain in full legal force and effect.
- (8) Acknowledges and agrees that Operator and Premises Owner require **all** Participants to wear properly fitted and secured ASTM-standard/SEI certified protective equestrian headgear with safety straps while working around and, at all times, while riding horses, without consideration for experience or expertise.
- (9) **AGREES THAT PARTICIPANT WILL NOT MAKE A CLAIM OR DEMAND AGAINST ANY RELEASED PARTY, OR SUE ANY RELEASED PARTY, FOR ANY INJURY, ILLNESS, DEATH, OR DAMAGE RELATED TO, ARISING FROM, OR IN ANY WAY CONNECTED WITH THE PREMISES ACTIVITIES AND FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ANY AND ALL RELEASED PARTIES FROM ANY PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES, COURT COSTS AND OTHER LITIGATION COSTS AND EXPENSES) (COLLECTIVELY, A "CLAIM") OCCURRING ON ANY PORTION OF THE PREMISES TO THE EXTENT THAT SUCH CLAIM RESULTS FROM, DIRECTLY OR INDERECTLY, ANY ACTION, INACTION, OR OMISSION OF PARTICIPANT OR PARTICIPANT'S HORSE, AGENTS, OR EMPLOYEES.**

This waiver applies to any person on the Premises, regardless of whether or not accompanied by the Premises Owner and/or Operator and regardless of the ownership of any horse. Any guest, invitee, or any person riding or trying out, including, with the intent to buy, a horse owned by any boarder or other person on the Property agrees to hold Premises Owner or Operator, or any of their agents and/or employees completely harmless for any injuries or damages.

PARTICIPANT ACKNOWLEDGES THAT HE, SHE, OR IT HAS CAREFULLY READ THIS RELEASE, FULLY UNDERSTANDS ITS CONTENTS, AND IS SIGNING THIS RELEASE OF HIS, HER, OR ITS OWN FREE WILL. PARTICIPANT FURTHER ACKNOWLEDGES THAT HE, SHE, OR IT IS AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND A LEGAL CONTRACT BETWEEN PARTICIPANT AND THE PREMISES OWNER AND OPERATOR, AND THAT IT AFFECTS PARTICIPANT’S LEGAL RIGHTS.

Participant Signature

Date

Emergency Contact Name

Emergency Contact Phone Number

Signature of Parent or Legal Guardian (if Participant is a minor)

Date

EXHIBIT A