

RELEASE OF LIABILITY

This Release of Liability is executed this _____ day of _____, 20____ by _____ (the "Releasor") in favor of Eva Oldenbroek and Joshua Tabor, their employees, representatives, assigns and agents (collectively the "Released Parties").

WHEREAS, the Releasor desires to enter onto the real property located at 605 Elm Creek Road, Medina, Texas 78055 (the "Property") and use the property, including but not limited to, participated in equine related shows, competitions, performances, training or teaching activities;

WHEREAS, the Releasor understands that the Released Parties neither warrant nor covenant the condition of the Property nor the equine facilities located on and appurtenant to the Property and the Releasor assumes all risks incident thereto;

WHEREAS, the Releasor fully understands that horse riding is an activity sport requiring basic skills and both the experienced and the occasional rider take on risk of accident and injury every time he or she approaches, mounts or rides a horse. Releasor hereby acknowledges that he/she has been advised that horses are unpredictable and that injury can occur at any time or for any reason and that they understand and know that due to the unpredictability of an equine animal reaction to sound, sudden movement, or an unfamiliar object, person, or other animal; the land conditions and hazards, including surface and subsurface conditions, inherent with equine activities; the possibility of collision with another animal or an object; and the potential of the Releasor to act in a negligent manner that may contribute to injury, including failing to maintain control over the equine or not acting within the Releasor's ability, that accidents can result in serious bodily injury, including, but not limited to, permanent disfigurement, disability and/or death.

NOW THEREFOR, for good and valuable consideration, including the use of the Property and Releasor's receipt of certain equine training and teaching services, the sufficiency of which Releasor hereby acknowledges, the Releasor hereby releases and forever discharges from liability the Released Parties from and all known and unknown claims and causes of action including claims for breach of contract, negligence, gross negligence or any other claim or cause of action, arising in any way out of any conduct or omission by the Released Parties and any and all actions, claims, suits, debts, damages, judgements, causes of action, liabilities, and demands whatsoever arising from, relating to or concerning the use and enjoyment of the Property by Releasor, including, but not limited to, participation in equine related shows, competitions, performances, training or teaching activities, whether matured or un-matured, whether at law or in equity, whether before a local, state or federal court, or state or federal administrative agency or commission, and whether now known or unknown, liquidated or un-liquidated, that Releasor now has or may have had, or thereafter claims to have, on behalf of himself/herself, or any other person, relating to Releasor's use and enjoyment of the Property, including, but not limited to, participation in equine related shows, competitions, performances, training or teaching activities.

The Releasor further agrees to indemnify and hold the Released Parties harmless from all actions, claims, liability, and expenses, whether known or unknown, present or future, relating to or arising from or connected in any manner to Releasor's use and enjoyment of the Property, including, but not limited to, participation in equine related shows, competitions, performances, training or teaching activities. If any claims for damages or injuries resulting from, arising out of or occurring in connection with Releasor's use and enjoyment of the Property, including but not limited to, participation in equine related shows, competitions, performances, training or teaching activities, is made or asserted, whether or not such claims are based upon alleged active or passive negligence or participation in the wrong or upon any alleged breach of statutory duty or obligation on the part of the Released Parties, Releasor agrees to indemnify and harmless Released Parties from and against and all such claims.

Releasor agrees that the Released Parties have made no representations or assertions regarding the safety and/or protection of persons or personal property present on the Property.

It is agreed that this release and indemnification will be binding on the spouse and/or children of Releasor (if any), and on his/her heirs, legal representatives and assigns. If applicable, the undersigned agrees to sign this release and indemnification as parent, guardian and on behalf of any of the undersigned's children participating in equine related shows, competitions, performances, training or teaching activities on the Property or accompanying the undersigned in pursuit of such activities. In addition, all guests, family, and invitees (including minors) who accompany the undersigned to the Property, or are under the supervision of the undersigned, shall be bound hereby.

Releasor has read all of the terms of this Release Agreement and fully understands that he/she is signing a complete release and bar of any claim resulting from the use and enjoyment of the Property as described above, including, but not limited to, participation in equine related shows, competitions, performances, training and teaching activities.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICES AND REMEDIES CODE) AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

RELEASOR:

Signature

Print Name

Address

Phone Number

