

Horse Therapy, Equestrian, Volunteer Liability Release, and Assumption of Risk Agreement

**Amy's Wish With Wings 480 West Highland Street Southlake, Tx 76092
Operates at Ride With Pride, Inc. Horsemanship School & Therapy Center at same address
(hereinafter known as "THIS STABLE")**

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE – I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse therapy and or equestrian services provided by THIS STABLE.

Personal Information (Please print clearly) **Orientation Date:** _____

E-mail address: _____ **Cell Phone #** _____

First and Last Name: _____

Address: _____ **City:** _____ **Zip Code:** _____

Parent/Guardian Name if under 18: _____ **Parent Phone #** _____

Employer Name or School Name: _____ **Occupation:** _____

Emergency Contact: _____ **Phone #:** _____

Emergency Contact Relationship: _____

I AGREE THAT: Should medical Treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses.

Insurance Company/Policy #: _____

Horse Experience ___ None ___ Some Experience ___ Experienced (Explain)

Confidentiality Statement

As a volunteer of the Amy's Wish with Wings riding program, I understand that all client information is confidential. I understand and agree not to discuss or make any written reports or take any pictures without prior approval from the family and/or instructor and at no time will I use the client's last name.

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS - This agreement shall be legally binding upon me the registered Participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from its associates and / or when I ride and / or am near horses on or off of THIS STABLE'S property. Any disputes by the Participant shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "ME", "MY", shall herein refer to the above registered Participant or the signing parents or legal guardians thereof if a minor.

INHERENT RISKS / ASSUMPTION OF RISKS - I ACKNOWLEDGE THAT: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL

SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The **inherent risks** include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in **injury, harm, death, or loss to persons on or around the animal**; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals ;Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity Participant to act in a negligent manner that may contribute to **injury, harm, death, or loss to the Participant or to other persons**, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the Participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the **impact may result in harm to the rider**. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: **Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.**

I acknowledge that horses, equines, other farm animals, and other participants are capable of carrying and/or spreading infectious and/or contagious bacteria, viruses, and/or other communicable diseases, including but not limited to coronaviruses and/or COVID-19, that THIS STABLE has no care or control over. I understand that THIS STABLE will not be responsible if I, or my child and/or legal ward if applicable, become sick and/or ill due to any bacterial, viral, or other communicable disease infection, including but not limited to any coronaviruses and/or COVID-19. I further understand that I will not hold THIS STABLE responsible for any preventative measures taken or not taken to minimize the spread of such bacteria, viruses, and/or other

communicable diseases. I understand I am solely responsible for taking measures to prevent myself, or my child's and/or legal ward if applicable, from becoming sick and/or ill while on THIS STABLE'S property. I expressly assume any risk, whether currently known or unknown, of becoming sick and/or ill that may or may not be caused due to participating in the activities and services that THIS STABLE has provided me or my child and/or legal ward, if applicable.

PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING - I AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I ACKNOWLEDGE THAT: THIS STABLE has offered me, and my child and / or legal ward if applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I ACKNOWLEDGE THAT: Once provided, I will be responsible for properly securing the headgear / helmet on the Participant's head at all times. I am not relying on THIS STABLE and / or its associates to check.

LIABILITY RELEASE - I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, instructors, agents, volunteers, employees, officers, directors, representatives, assigns, members, owners of premises and property, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE or its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

Protective Headgear/Helmet –

I hereby consent to and authorize the use of provided protective headgear/helmet and assume full responsibility for MY safety should I decide NOT to wear protective headgear/helmet. I will follow the safety rules and regulations and recommended clothing and footwear.

_____ I consent (Please initial)

_____ I do not consent (Please initial)

Photo Release

I hereby consent to and authorize the use and reproduction by Amy's Wish with Wings of any and all photographs and any other audio-visual materials taken of me for promotional material, educational activities, exhibitions or for any other use for the benefit of the program. If Under 18, PARENT or GUARDIAN must sign _____

_____ I consent (Please initial) _____ I do not consent (Please initial)

I, THE UNDERSIGNED, REPRESENT THAT I HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

PLEASE WRITE IN YOUR OWN HANDWRITING: "I have read and understood this entire document and I am not under the influence of drugs or alcohol."

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. A farm animal Professional is not liable for an injury to or the death of a participant in farm animal activities resulting from the inherent risks of farm animal activities.

By signing below, I understand these risks stated above.

If under 18, PARENT or GUARDIAN must sign.

Signature: _____ Date: _____