

## RELEASE AND WAIVER OF LIABILITY AGREEMENT

The undersigned Participant ( defined to include, without limitation, the owner, lessee, trainer, manager, agent, coach, rider, driver, handler and horse) acknowledges that they have voluntarily agreed to participate in activities and/or show of the Heart of Texas Morgan Horse Club and in consideration of the acceptance of such entry hereby agrees as follows:

- 1) The Participant understands that the activities/show involve horses and equipment and are inherently dangerous activities;
- 2) Participant is voluntarily agreeing to participate in these activities with knowledge of the danger involved and agree to **ASSUME ANY AND ALL RISKS** of bodily injury, death or property damage to themselves, their property or to their horses;
- 3) Participant agrees **TO INDEMNIFY AND HOLD HARMLESS** the Heart of Texas Morgan Horse Club, its officers, members, directors, employees, agents or servants and The Rose Palace, Boerne, Texas from all claims, losses, damages, or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by any act, omission or neglect of the undersigned or of the undersigned agents, employees, invitees, guests or their horse or horses which occur in or about the premises where the activities or show is taking place;
- 4) Participant further **RELEASES** the Heart of Texas Morgan Horse Club, its officers, members, directors, employees, agents and servants and The Rose Palace, Boerne, Texas from any and all claims, causes of action or demands for bodily injury, death, or property damage that Participant, or Participant's heirs, successors, assigns, distributees, guardian, spouse, next of kin or legal representative may have resulting from their participation in the activities, including but not limited to any claim for negligence on behalf of the Heart of Texas Morgan Horse Club, its officers, members, directors, employees, agents and servants or The Rose Palace, Boerne, Texas.
- 5) Participant agrees that the Heart of Texas Morgan Horse Club permission to enter or remain on the premises where the activities or show is taking place and extends only to those people who waive all rights to make a claim which is based on negligence concerning the conditions of or on the premises. Participant **waives such rights** even if Participant has not previously examined the premises.
- 6) Participant further agrees that each and every rider, driver and/or horse is eligible as entered, and the Participant is bound by the decision of the hearing committee or other authorized representatives of the Heart of Texas Morgan Horse Club on any questions, (including but not limited to unauthorized usage of substances which may influence the entered horse's way of going) arising under the rules of the activity or show.

**I have read and understand the statement contained above and intend for others to rely on this representation.**

**Dated:** \_\_\_\_\_ **If Participant is a child:**  
**Child's Name:** \_\_\_\_\_

\_\_\_\_\_  
**Participant's Signature** **Parent or Guardian's Signature**  
**Address:** \_\_\_\_\_  
**Telephone No.** \_\_\_\_\_

**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**