

H & H Stables
2650 VZ CR 2410
Canton, Texas 75103
www.hhstables.com

Release and Waiver of Liability

This Release and Waiver of Liability is entered into on this _____, by and between Joseph L Haus Sr, Theresa Haus, dba H & H Stables (owners) and _____, as Boarder, (The term Boarders, is herein intended as an all-inclusive term including, but not limited to: "Guest, Exhibitor, Rider, Owner, Lessee, Student, Participant, etc") and if Boarder is a minor, the parent\guardian of Boarder. In exchange for use of property, facilities and or services of Owner, the Boarder, his\her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. I (undersigned) agree and acknowledge that horseback riding and ALL equine activities are inherently dangerous activities AND that these activities will expose me to above normal risks of bodily injury and\or death.
2. I agree that I am solely responsible for my own safety while engaging in any and all equine activities on the Owner's property and\or the adjoining property of others, which have given me permission to ride and\or granted me access.
3. I agree to acknowledge and abide by all of owner's rules and regulations pertaining to any and all equine activities occurring on Owner's property and I agree to, and am responsible for, wearing protective gear appropriate for equine activities to my safety while engaging in such activities.
4. I understand the risks involved in equine activities and **I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN BOARDER'S USE OF OR PRESENCE UPON OWNER'S PROPERTY AND FACILITIES** while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and\or the ordinary negligence and\or deliberate act of another person.
5. I agree that Owner, the Owner's stable, its agents, and employees are NOT liable for any injury to or the death of Boarder and\or a participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Owner, the Owner's stable, its agents, and employees completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Boarder's use of or presence upon Owner's property or the adjoining property of others for which permission to ride has been granted.
7. I agree to hold the owner of any and all adjoining property for which permission to ride has been granted completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Boarder's use of or presence upon the property owner's property.

8. **I AGREE NOT TO SUE** Owner, Owner's stable, its agents and/or employees in association with ANY claims, damages, costs, or expenses arising out of Boarder's use of or presence upon Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the owner.

9. Boarder is responsible for complete and full insurance coverage on himself/herself, personal property, and Boarder's horse.

10. **DIRECT LOSS TO PERSONAL PROPERTY WARNING:** The undersigned agree that Boarder has been warned that while on H & H Stables premises, direct loss, damage, theft or injury to Boarder's horse(s), tack, equipment, trailer, and other personal property is not covered by H & H Stables insurance. The party who has the financial interest in and/or owns such items have the responsibility to insure the items under his/her own insurance policies.

11. Boarder and Boarder's parent or guardian, (if Boarder is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legal binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Texas.

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

******* I have read and understand without question, this agreement and Release and Waiver of Liability contract before having signed below. A copy of this signed contract has been provided me and receipt is hereby acknowledged.**

X _____
Joseph L Haus Sr, as owner

X _____
as Boarder

X _____
Theresa Haus, as owner

X _____
as Boarder

X _____
As Boarder's Parent or Guardian

X _____
As Boarder's Parent or Guardian