

WAIVER & RELEASE FOR Bay Area Council and Associated Parties

Under Texas law (chapter 87, civil practice and remedies code)

**This is a Waiver of Your Legal Rights, and an Agreement Not to Sue
Serious Injury or Death May Result From Riding or Being Near Horses**

1. **Participant's Name** (print): _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Telephone: (____) _____

2. **Liability Release**

In consideration for Bay Area Council and Associated Parties allowing me or my child to voluntarily participate in its activities and *Under Texas law (chapter 87, civil practice and remedies code)* I agree as follows:

- a. This agreement, waiver and release applies to Bay Area Council and Released Parties, including but not limited to employees, predecessors, attorneys, insurers, members and volunteers who are working in the course and scope of their duties on behalf of Bay Area Council and Associated Parties, at the time of occurrence of any act or omission which is later alleged to be a cause or contribution to a claim for injury, damages or death.
- b. I forever release, hold harmless and indemnify Released Parties from liability for any and all claims, demands, causes of action, damages, injuries or death to me or my minor children, my horse and my property, and legal liability of every nature, including the negligent acts of direct or indirect, arising out of participation in the past, present or future Bay Area Council and Associated Parties activities (including equestrian activities, such as riding use of, or being near horses, whether at a arena stable or on a trail ride) and I assume all risks of injury or death as set forth in this release;
- c. I shall not bring any legal lawsuit, action or proceeding against any Released Parties, even if they engage in negligent conduct; and
- d. I make this agreement, waiver and release for and on behalf of myself, my spouse, my children and/or ward, heirs, administrators, successors, representatives and assigns.

3. **Activity Risk**

I understand that some Bay Area Council and Associated Parties activities take place in isolated or wilderness areas over rough terrain, and/or trails of unknown condition. I understand that the organizer, workers involved in Bay Area Council and Associated Parties activities are not professionals in the horse industry, or in the planning of trips, or in other areas of expertise regarding equine activities. I also understand that horseback riding is a rugged adventure, recreation sport activity. I am aware that there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me or my horse, which are always present in equine activities, on or near horses.

4. **Nature of Horses**

I understand that no horse is completely safe, and the Released Parties make no representations or guarantees regarding the safety, training or suitability of any horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If I fall from a horse to the ground, it will general be at a distance of 4 to 6 feet, and the impact will injure me. A horse may divert from its training and act according to its natural survival instincts and may abruptly change

directions or speed, trip, slip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceives to be a danger if it is frightened or provoked, or for no reason whatsoever.

5. **Conditions of Nature & Locations**

I agree that the Released Parties are not responsible for acts, occurrences, or elements of nature or a particular location that can injure a person or scare a horse, cause it to trip, fall or react in some other manner. These elements include thunder, lightening, rain, wind, and wild and domestic animals, insects or other people and horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, irregular foot on groomed or wild land which is subject to constant change according to weather, temperature, natural and man-made object. The Released Parties have not inspected and make no representations or warranties concerning the safety or condition of, any trail, or other location on Camp Karankawa property.

6. **Helmet Warning**

I am aware that protective head gear which meets or exceeds the quality standers of the SEI certified and ASTM standard F1163 equestrian helmet, should be furnished and worn by me and/or my child while riding and being near horses, and the wearing of such helmet may reduce the severity of some head injuries and may prevent my serious injury or death as a result of a fall or other occurrence. If I or my minor children do not wear a helmet, it is because we so choose.

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.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THIS Two-Page WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT.

Dated: _____ Participant's Signature: _____

(Print Name)

IF PARTICIPANT IS UNDER 18, SIGNATURE OF AGREEMENT BY PARENT OR LEGAL GUARDIANIS ALSO REQUIRED, AND SUCH PERSON FURTHER AGREES, PURSUANT TO PARAGRAPH 2, ABOVE, TO RELEASE AND INDEMNITY THE RELEASED PARTIES FOR ANY INJURY OR DEATH TO, OR ANY CLAIMS BY OR ON BEHALF OF, SUCH A MINOR:

Minor's Birth Date: _____

Dated: _____

Signature: _____

Relationship to Minor: _____

(Printed Name of Signor)