



Oakview Equestrian Outreach

Legal Liability Waiver for Equestrian Activities

Release of Liability

This release of liability (the "Agreement") is executed on this ___ day of _____, 20___, by and between _____ (hereinafter referred to as the "Participant") and Oakview Equestrian Outreach (hereinafter referred to as "Oakview"). If participant is under 18 years of age, all elements of this contract apply to and are legally binding to Participant's parent or legal guardian(s).

1. Acknowledgment of Risk and Warning

The Participant acknowledges that equestrian activities, including but not limited to horseback riding, horse training, horse handling, and associated activities, are inherently dangerous and involve the risk of serious injury, disability, or death. Horses are big, strong animals which are unpredictable. You might fall, be kicked, bitten, stepped on or otherwise injured by a horse, dog, or other farm animal. By signing this agreement you are giving up certain legal rights, including the right to recover damages in case of injury, death or property loss or damage arising out of your riding or use of the horses associated with Oakview and their associates, including any claims of any nature or kind arising out of the negligence of Oakview employees, volunteers, board members, agents or their families.

The Participant understands and agrees that these risks may be caused by the Participant's own actions or inactions, the actions or inactions of others participating in the activities, the conditions in which the activities take place, or the negligence of Oakview.

Oakview requires helmets to be worn by those under 18 years of age whenever they are on a horse.

2. Assumption of Risk

The Participant hereby expressly and voluntarily assumes all risks associated with equestrian activities. Participant agrees to participate in these activities despite the known and unknown risks, and accepts all responsibility for any injury, disability, death, or property damage that may result from participation.

Participant, or parent/legal guardian if participant under 18, states they are physically fit to participate in Oakview program horsemanship and farm activities and is in possession of full mental faculties.

3. Release and Waiver

The Participant, on behalf of themselves, their guests, heirs, assigns, personal representatives, and next of kin, hereby releases and waives any and all rights, discharges, and covenants not to sue Oakview Equestrian Outreach, its officers, directors, employees, agents, board members, volunteers, Carol Anderson, Todd Anderson, Nikki Hayes, and family members of any and all above (collectively referred to as the "Released Parties") from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, personal damage, property damage, injury, or death that may be sustained by the Participant while participating in equestrian activities, boarding, horseback riding lessons, recreational riding, horse shows, rodeo events, horse or farm animal viewing, any other horsemanship, horse or farm related activities and/or use of facilities associated with Oakview activities, whether caused by the negligence of the Released Parties or otherwise.

4. Indemnification

The Participant agrees to indemnify, defend, and forever hold harmless the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, arising out of or related to the Participant's involvement in equestrian activities, whether caused by the negligence of the Released Parties or otherwise.

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

5. Medical Treatment

The Participant consents to receive medical treatment deemed necessary if the Participant is injured or requires medical attention during participation in equestrian activities. The Participant understands and agrees that the Participant is solely responsible for all costs related to such medical treatment, and releases the Released Parties from any liability for any medical expenses incurred.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts located in Harrison County, Texas.

7. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be interpreted and enforced to the maximum extent permitted by law.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Participant and Oakview with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.

9. Acknowledgment of Understanding

The Participant acknowledges that they have read this Agreement, understand its terms, and freely and voluntarily sign it, taking full responsibility. The Participant understands that by signing this Agreement, they are giving up substantial rights, including the right to sue the Released Parties.

Participant's Signature

Parent or Legal Guardian(s) if Participant under 18

Participant's Printed Name

Parent or Legal Guardian(s) Printed Name

Date

Date