

RELEASE TO BE USED FOR OPEN SCHOOLING AT PINE HILL

(TO BE COMPLETED FOR EVERY RIDER EVERY TIME OUT BEFORE MOUNTING)

School in groups or in association with a group. No one should school alone and it is advisable that each group have someone on the ground with a working cell phone to aid in handling emergencies. Dial '911' and be prepared to give directions to Pine Hill – 1720 Hwy 159 East, Bellville. Check each obstacle before you school over it to make sure each is clear of hazards such as fallen branches. Don't jump any obstacle that is closed or under construction. Many obstacles can be jumped in both directions so make sure that no one is coming from the other direction. Take special care when schooling multiple obstacles. Unless conditions warrant, don't school at speed over multiple obstacles. Report any and all mishaps to Ruth.

PLEASE NOTE: All riders under the age of 21 MUST school under the supervision of a *qualified professional adult* instructor. Riders schooling with a USEA ECP Certified Instructor Level 1 or above may take a \$5 discount on the schooling fee. Instructors MUST sign and provide their information on this form. NOTE: *Anyone mounted must wear an approved SEI/ASTM helmet with fastened harness and boots with heels even if not jumping.* When schooling cross country protective vests are recommended & available to borrow at the office.

Schooling Fee \$45/day/horse _____ Days = \$ _____ Overnight Stabling \$30/night _____ Nights=\$ _____

Total Fee\$ _____ Check# _____ Cash \$ _____ Credits _____ (must present hard copy of credits)

NOTE: Payment in CHECK or CASH is preferred.

If you choose to pay with PayPal (pinhilltexas@sbcglobal.net), ADD \$5 to cover the PayPal processing fees.

Pine Hill Agreement and Release from Liability Contract
Please read carefully:

This **AGREEMENT AND RELEASE OF LIABILITY** is entered into on this _____ day of _____ in the year 20_____, by and between Ruth C. Sawin 1720 Hwy 159 E Bellville, TX 77418 and _____ (rider), and if Rider is a minor, the parent/guardian of Rider _____ . In exchange for use of property, facilities and services of Owner, the rider, his/her heirs, assigns and legal representative, hereby expressly agree to the following:

1. I agree 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 responsible for my own safety while engaging in any and all equine activities on the Owner's property.
3. I agree to acknowledge all of Owner's rules and regulations pertaining to any and all equine activities on Owner's property and I agree to and am responsible for wearing an approved SEI Helmet with fastened harness and boots with heels for equine activities to ensure Rider's safety while engaging in such activities.
4. I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any Pine Hill or GHCTA affiliated Event or Activity involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Pine Hill Organizer, Owner and Management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").
5. I agree that Owner, the Owner's stable, its agents, instructors and employees are **NOT** liable for any injury to or the death of Rider and/or participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Owner, Owner's stable, its agents, instructors 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 the

Rider's use of or presence upon Owner's property.

7. **I AGREE NOT TO SUE** Owner, Owner's stable, its agents, instructors and/or employees in association with ANY claims, damages, costs, or expenses arising out of Rider'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.

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

Rider and Rider's parent or guardian, (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally 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. Under Texas law, The Chapter 87 warning sign language that is now required to be posted by "Farm Animal Professionals" is as follows:

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE & 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.

§ 87.003. Limitation on Liability Except as provided by Section 87.004, any person, including a farm animal activity sponsor, farm animal professional, livestock producer, livestock show participant, or livestock show sponsor, is not liable for property damage or damages arising from the personal injury or death of a participant in a farm animal activity or livestock show if the property damage, injury, or death results from the dangers or conditions that are an inherent risk of a farm animal activity or the showing of an animal on a competitive basis in a livestock show, including:

- (1) the propensity of a farm animal or livestock animal to behave in ways that may result in personal injury or death to a person on or around it;
- (2) the unpredictability of a farm animal's or livestock animal's reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal;
- (3) with respect to farm animal activities involving equine animals, certain land conditions and hazards, including surface and subsurface conditions;
- (4) a collision with another animal or an object; or
- (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over a farm animal or livestock animal or not acting within the participant's ability.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE FROM LIABILITY IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

Rider Name	Cell Phone
Rider Signature (or Rider Parent/Guardian Signature if Rider is a Minor)	Rider Birthdate (if Rider is a Minor)
Emergency Contact Name	Emergency Contact Phone
Instructor Signature	Instructor Qualifications and/or USEA ECP Level and #
Mandatory: Any rider under 21 must school with a qualified instructor with current liability coverage.	