

EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name:

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Address:

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Telephone:

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Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

I hereby enter into this agreement in consideration of my/ability and permission to ride OR use any facilities or equine animals (horses) owned by Ilse Beth Anderson, Kimberly Anderson or Periwinkle Farms and Parties whose address is 8066 Farm to Market Road  
726 North, Diana, Texas 75640.

**IMPORTANT NOTICE**

**BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE(S) AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT PERIWINKLE FARMS AND PARTIES, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE INCLUDING ANY CLAIMS OF ANY NATURE OR KIND ARISING OUT OF THE NEGLIGENCE OF PERIWINKLE FARMS AND PARTIES, ILSE BETH ANDERSON, KIMBERLY ANDERSON, AND ANY OF THEIR RESPECTIVE FAMILY MEMBERS, AGENTS, EMPLOYEES, VOLUNTEERS OR REPRESENTATIVES (“Releasees”).**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I am fully capable of participating in these activities without restriction or limitation.

Initial \_\_\_\_\_

## **WARNING**

### **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.**

I recognize the inherent risks of engaging in domestic animal activities include, but shall not be limited to:

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; e.g, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, or other that may result in an injury, harm or death to persons on or around them;
2. the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
3. certain hazards such as surface and subsurface conditions;
4. collisions with another animal or object;
5. the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability;
6. Scratches or other injury from stalls or enclosures, grooming tools and other equine equipment and tack;
7. Allergic reactions to animals, hay, or other allergens; or
8. Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazard

(Initial) \_\_\_\_\_

Nothing in this instrument shall be deemed to limit or restrict in anyway the limitation of liability granted to the Releasees pursuant to Texas Civil Practice & Remedies Code §§ 87.001 through 87-005, or otherwise under the law.

**I hereby specifically forever waive, release and discharge the Releasees from any liability for injury or death arising out of my participation in any activities associated with Periwinkle Farms and Parties, including without limitation those arising from the inherent risks from riding, working or participating in a stable or arena environment and/or with horses or other domestic animal activities, as well as from any and all claims or causes of action for injury or death arising from the negligence of any Releasee or arising under any statute or at law, including strict liability.**

(Initial) \_\_\_\_\_

By signing this agreement I hereby acknowledge that although there may at times be supervision during my time spent with Periwinkle Farms and Parties, I am responsible for my own activities and there will not be a nurse on the premises and Releasees bear no responsibility for my health or medical care.

I agree to indemnify, save and hold harmless Releasees from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation with Periwinkle Farms and Parties or any acts or omissions of Releasees, including without limitation, all attorney fees and expenses incurred by Releasees in the event any action is brought against Releasees arising out of or in any way connected with either my presence or participation in any activities with Periwinkle Farms and Parties.

I further agree that this Agreement is a complete bar to any legal action against Releasees by or on behalf of myself or my heirs or representatives arising out of any of the matters or activities mentioned herein, and in the event any such action is instituted by me or on my behalf, this instrument may be used as a complete bar to recovery in such action. The releases, waivers, indemnities, agreements and other provisions of this instrument apply to any and all access and use of the services offered by Periwinkle Farms and Parties on or after the date of execution of this document and shall not be limited to one event or an specific period of time. I agree that if any portion of this document is held invalid, the balance shall continue in full force and effect. If I am present at and participate in the activities of Periwinkle Farms and Parties, I do so at my own risk, and I hereby acknowledge and agree that Releasees shall bear no responsibility or risk associated with injuries that could arise from my presence or participation with Periwinkle Farms and Parties. By signing this Agreement, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities of Periwinkle Farms and Parties without

restriction, and without liability to Releasees, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_