

DATE: _____

***LIABILITY RELEASE AGREEMENT AND
ACKNOWLEDGMENT AND ACCEPTANCE
OF DANGERS, RISKS, AND HAZARDS
OF EQUINE ACTIVITIES AND RANCH EVENTS***

I hereby acknowledge that I have knowingly and willingly entered into this Agreement and become a party bound by the terms and conditions of this for an equine activity and ranch event by and between Texas Ranch Life, John & Taunia Elick. I understand the terms, provisions, and conditions of this Agreement and its warnings, and I agree to be bound by its terms, provisions, and conditions.

Comprehensive release

I hereby release Texas Ranch Life, John & Taunia Elick, from any and all liability for any bodily injuries, property damage or other damage of every kind to me caused in whole or part by Texas Ranch Life, John & Taunia Elick and their employees, servants, agents, or representatives, including any and all such bodily injuries, property damage, or other damage of every kind caused by or resulting from the ***NEGLIGENT ACTS AND/OR OMISSIONS*** of Texas Ranch Life, John & Taunia Elick and/or its employees, servants, agents, or representatives.

I hereby further release Texas Ranch Life, John & Taunia Elick from any and all liability bodily injuries, property damage, and other damage of every kind, including attorney's fees resulting from any accident, incident, or occurrence arising out of, incidental to, or in any way resulting from the ranch, its improvements, its equipment, the animals thereon, the conditions of the ranch, and any ***NEGLIGENT ACTS AND/OR OMISSIONS*** of Texas Ranch Life, John & Taunia Elick, their employees, servants, agents and representatives. I hereby further covenant and agree that I, my heirs, successors, representatives, and assigns will not make any claim or institute any suit or action at law or in equity against Texas Ranch Life, John & Taunia Elick, or their respective employees, cowboys, helpers, agents, representatives, successors, or assigns by reason of the conditions of the ranch or activities occurring thereon, whether or not caused by the ***NEGLIGENT ACTS AND/OR OMISSIONS*** of Texas Ranch Life, John & Taunia Elick, their employees, servants, agents, or representatives.

Additional disclosures on following page

Notice of Texas law on Equine liability

**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.**

WARNING

Acknowledgment of ranch conditions and cowboy activities pertaining to risks or dangers

I acknowledge and understand that no warranty or representations, either express or implied, is made by Texas Ranch Life, John & Taunia Elick, their workers, helpers, agents or representatives, as to the conditions of the ranch, or of any of its corrals, arenas, buildings, houses, trails, pastures, and improvements on the ranch or any of the animals, cattle, horses, deer, coyotes, buffalo, or other creatures that can be on the ranch. This document is to warn me that dangerous conditions, risks, and hazards, do exist. My presence and activities on the ranch expose me to dangerous conditions, risks, and hazards, including, but not limited to, cattle, horses, buffalo, deer, poisonous snakes, insects and spiders, buildings and pens, general conditions of the land creating rough or difficult ground for travel, and lakes and ponds, which have deep and, sometimes, muddy water and boggy bottoms. I understand that ranch cowboy work with horses & cattle involves gathering cattle in the pasture and penning them, roping, branding, castrating, and other aspects of working cattle, which involves risks of injury or death. I hereby state that I am aware of these facts and expressly assume all such dangers, risks, and hazards associated with them and agree to hold Texas Ranch Life, John & Taunia Elick harmless from these hazards, dangers, and risks whether or not caused by their actions or omissions.

ADDITIONAL DISCLOSURE

- 1) I know that horse-related accidents can result in injury, disability or death. Horseback riding is an active sport requiring skill. Both the occasional and the experienced rider risk an accident or injury every time he/she approaches, mounts or rides a horse.
- 2) I agree that only one rider is allowed on a horse. Children younger than 8 years old may not ride Ranch horses.
- 3) I will not run, misuse, trot or let another person ride the horse.
- 4) If I am injured while participating in this activity, the Ranch may summon Emergency Medical Services. I will be liable, and I indemnify the Ranch for all costs related to my failure to comply with this Agreement and/or to all emergency or medical services provided to me, whether or not such services are necessitated by my negligence or that of the Ranch, its owners, agents, or employees.
- 5) I agree that I am responsible to furnish my clothing, foot gear, hats and riding helmet, if desired. I acknowledge that I do not expect Texas Ranch Life to furnish my clothing, foot gear, hats or helmet for my riding safety.

I HAVE READ AND AGREED TO ALL THE TERMS OF THIS AGREEMENT, WHICH IS A COMPLETE RELEASE OF LIABILITY (EVEN IF CAUSED BY THE ACTIONS OF THE RANCH, ITS OWNERS, AGENTS, AND/OR EMPLOYEES) THAT IS BINDING ON ME, MY HEIRS, SUCCESSORS AND ASSIGNS. IF I AM A PARENT AUTHORIZING THAT MY CHILD BE RENTED A HORSE, I HAVE READ AND HEREBY ACKNOWLEDGE THE STATEMENT BELOW.

As used in this release, the term "I" includes minors in my care while on the ranch. I agree to accompany my minor children at all times while on the ranch to prevent and avoid any injury from the risks, dangers, and hazards described above.

****COST OF HORSEBACK RIDING:**

\$100.00 PER RANCH GUEST, \$125.00 PER NON-RANCH GUEST PLUS 6.75% TAX***

Signed this _____ day of _____ 2011.

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