

Saddlebrook Equestrian Center, LLC.
General Release From Liability

WARNING

**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.**

This RELEASE of LIABILITY is made and entered into on this ____ day of _____, 20____, by and between Dennis P. Schwartz and Saddlebrook Equestrian Center, LLC., hereinafter designated MANAGER and _____ hereinafter designated GUEST, and if Guest is a minor, Guest's parent or guardian, _____.

In return for the use, today and on all future dates of the property, facilities and services of the Manager, the Guest, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. Guest agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE GUEST'S USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including but not limited to, the risks of death, bodily injury and/or property damage resulting from the inherent risks of equine activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running bucking, biting kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a 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 animal or not acting within such participant's ability.
2. It is the responsibility of the Guest to carry full and complete insurance coverage on his horse, personal property and himself.
3. Guest agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expense arising out of Guest's use of or presence upon Manager's property and facilities, including without limitations, those based on death, bodily injury, property damage, including consequential damages.
4. Guest agrees to hold them harmless from and indemnify and defend Manager against any and all claims, causes of action, damages, judgments, costs or expenses. These expenses shall include attorney's fees, which may arise from the Guest's use of or presence upon the Manager's property and facilities.
5. Guest's agree to abide by all of Manager's rules and regulations.

Guest: _____
(If under 18 years of age, Parent or Guardian signature also required.)

Parent Guardian: _____

Date: _____