

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION AND ARBITRATION AGREEMENT as it pertains to CYPRESS TRAILS EQUESTRIAN CENTER

PARTICIPANT'S NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

NOTICE-BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

**RELEASE AND WAIVER OF CLAIMS: INDEMNIFICATION AGREEMENT**

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") at CYPRESS TRAILS EQUESTRIAN CENTER AKA "(HOST)", the participant's parent(s) or legal guardian(s) if the Participant is a minor do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Programs or the use of any equipment provided by CYPRESS TRAILS EQUESTRIAN CENTER. As used herein, the term "Equipment" shall include equine animals. The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the CYPRESS TRAILS EQUESTRIAN CENTER, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct.
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and include serious physical injury and death.
- 3) **TO RELEASE** the host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and or training.
- 4) **TO INDEMNIFY** the host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment.

**Arbitration**

The Participant, and the Participants parent (s) or legal guardian (s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs to binding arbitration. Submissions shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a similar Equestrian Center in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator, shall be appointed by the United States District Court, for the district of Southern District of Texas, Houston Division, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the party shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

**Photography/Videography Release**

Participant hereby grants to the Host, its representatives, and employees the right to take photographs and video of Participant in connection with Participants participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**Company Mailing List Release**

Participant hereby agrees to subscribe to the company email list. Participant may unsubscribe at any time.

**Equine 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.**

**Personal Responsibility**

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participation in the Programs and that she/he is not participating against medical advice.

Use of helmets is required while participating in any of the Programs.

The Participant understands that his/her participation in the Programs is voluntary and further understand that he/she has the opportunity to inspect the Hosts equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, [redacted] (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of common sense and good judgment.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its council in any proceeding.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE.**

**Parents or Guardians must also sign if the Participant is UNDER 18.**

**If you reside at the same address you may sign the same Waiver.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ 2018

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_ 2018

1. Rider Signature: \_\_\_\_\_ Print: \_\_\_\_\_

2. Rider Signature: \_\_\_\_\_ Print: \_\_\_\_\_

3. Rider Signature: \_\_\_\_\_ Print: \_\_\_\_\_

4. Rider Signature: \_\_\_\_\_ Print: \_\_\_\_\_

5. Rider Signature: \_\_\_\_\_ Print: \_\_\_\_\_

6. Rider Signature: \_\_\_\_\_ Print: \_\_\_\_\_

7. Rider Signature: \_\_\_\_\_ Print: \_\_\_\_\_

**IN CASE OF EMERGENCY:** \_\_\_\_\_ Phone: \_\_\_\_\_