

**RELEASE OF LIABILITY**

This Release of Liability is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Melissa Snyder / Grandview Farms (“Owner”) and \_\_\_\_\_ (“Participant”), and if Participant is a minor, Participant’s parent or Guardian, \_\_\_\_\_. In return for the use of facility, the Boarder/Rider hereby expressly agrees to the following:

- It is the responsibility of the Participant to carry full and complete insurance coverage of his/her horse, personal property and him/herself.
- Participant agrees to assume any and all risks involved in or arising from use of or presence on property and facilities including, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
- Participant agrees to hold Owner, manager or any Grandview Farms’ employee completely harmless and releases them from all liability whatsoever and agrees not to sue them in connection with any claims, cause of action, injuries, damages, costs or expenses arising out of use of or presence upon property and facilities.

Texas State Code/Statute. Section 87.003 LIMITATION OF LIABILITY.

Except as provided by 87.004, any person, including an equine activity sponsor or an equine professional, is not liable for property damage or damages arising from the personal injury or death of a participant if the property damage, injury, or death results from the dangers or conditions that are an inherent risk of equine activity, including:

- 1) The propensity of an equine animal to behave in ways that may result in personal injury or death to a person on or around it;
- 2) The unpredictability of an equine animal’s reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal;
- 3) 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 the equine animal or not acting within the participant’s ability.

Section 87.005, Article C, states:

**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.**

Participant & Parent/Guardian agrees to abide by all of the Owner/Manager’s rules and regulations.

Participant or Parent/Guardian (if Participant is a minor) Signature: \_\_\_\_\_

**Participant Info:**

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

DOB (if Participant is a minor): \_\_\_/\_\_\_/\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

**Emergency Contact:**

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

Phone: \_\_\_\_\_

Groupon #: \_\_\_\_\_ - \_\_\_\_\_  
(if applicable)

**RIDING LESSON AGREEMENT**

This Riding Lesson Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Melissa Snyder / Grandview Farms ("Trainer") and \_\_\_\_\_ ("Participant"), and if Participant is a minor, Participant's parent or Guardian, \_\_\_\_\_.

In return for horseback riding lesson services, the Participant expressly agrees to the following:

- 1.) **Lesson Tuition is due by the 1<sup>st</sup> day of each month.** No lessons will be given until the monthly lesson package is paid for.
- 2.) Riders must wear appropriate english riding attire (ie. Boots, breeches or jodphurs, ASTM Certified Riding Helmet, ect.)
- 3.) Riders should arrive on time to every lesson. Lessons will not run after the allotted time for riders arriving late. It is recommended that Riders arrive up to 15 minutes early to get started on grooming and tacking their horses.
- 4.) Cancellations must be made **no less than 24 hours** in advance to qualify for a makeup lesson. One makeup lesson will be permitted each month; two if the student takes two lessons per week. Any additional cancelled lessons will be forfeited. All rescheduled lessons must be made up within the same month as the cancellation. No lessons will be carried into the following month.
- 5.) In the event of inclement weather, the Trainer may choose to conduct a Ground Lesson in place of a mounted lesson. There will be no more than one ground lesson per student each month. If the Trainer chooses to cancel the lesson you will be contacted and a makeup will be scheduled.

Section 87.005, Article C, states:

**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.**

Participant & Parent/Guardian agrees to abide by all of the Owner/Trainer's rules and regulations.

Participant or Parent/Guardian (if Participant is a minor) Signature: \_\_\_\_\_