** LLC**

**EQUINE HANDLING AGREEMENT AND LIABILITY RELEASE WAIVER**

This form must be completed by and for each participant OR Parent OR Legal Guardian

PREMISES OWNER NAME: Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke

TRAINER: Katie Morton and Kirsten Klindworth

LOCATION/ADDRESS: 6101 County Road 208, Lampasas, TX 76550 & ADDITIONAL LOCATIONS OFF PROPERTY

**PLEASE READ CAREFULLY BEFORE SIGNING**

SERIOUS INJURY OR DEATH MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke DO NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

1. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE

I, the following individual hereinafter known as the “RIDER”, AND the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding, training or handling on the premises of Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke and/or the above stated additional location, and that this RIDER will ride his/her own horse OR one borrowed OR leased by RIDER’S own arrangement today and on all future dates:

RIDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_

RIDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_

RIDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_

RIDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_

RIDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_

1. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS

This agreement shall be LEGALLY BINDING upon me, the registered RIDER, AND the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives. It shall be interpreted according to the laws of the State of Texas. Any disputes by the RIDER OR parents or legal guardians if a minor shall be litigated in and venue shall be in Burnet County, Texas.

The term “HORSE” herein shall refer to all equine species, ponies, mules or donkeys.

The term “HORSEBACK RIDING” or “RIDING” or “HORSE TRAINING” herein shall refer to riding or otherwise handling of horses, mules, or donkeys whether from the ground or mounted.

The term “RIDER” shall herein refer to a person who rides or handles a horse, owns a horse in training or otherwise comes near a horse from the ground.

The terms “I”, “me”, “my”, shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 INITIALS

1. ACTIVITY RISK CLARIFICATION

Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) HORSE activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring hospital days and resulting in more lasting residual effects than injuries in other activities. ***Death may result!!!*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 INITIALS

1. NATURE OF HORSES: *AN INHERENT RISK!!!*

***No HORSE is a completely safe HORSE!!!*** HORSES are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a RIDER falls from a HORSE to ground it will generally be at a distance from 3.5 to 5.5 feet. The impact may result in injury or death to the RIDER. If a HORSE is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will, shifting its weight, rearing, bucking, biting, kicking, or bolting.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 INITIALS

1. RIDER RESPONSIBILITY

***Upon handling a HORSE***, training a HORSE, or mounting a HORSE and taking up the reins, the RIDER is an equine participant. The RIDER’S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety, balance and listening to instruction. Neither a RIDER or HORSE owner can hold Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke responsible for injury to the RIDER or HORSE. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 INITIALS

1. CONDITIONS OF NATURE: *AN INHERENT RISK!!!*

Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke are NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; any irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 INITIALS

1. INSPECTION OF PREMISES

**FOR BOARDERS/THOSE WITH HORSE IN TRAINING**

RIDER has inspected Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke facilities and trails and is satisfied that all premises and conditions are reasonably safe for RIDER’S intended purpose, usage and presence upon the Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke premises. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 INITIALS

**FOR TRAIL RIDERS/STUDENTS**

RIDER will be traveling on or off the property. RIDER understands that muddy, slippery and irregular footing, branches, trees and elements of the trail may change at any time. Impact with natural and man-made obstacles is an INHERENT RISK of horseback riding. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 INITIALS

1. INSPECTION OF TACK: *AN INHERENT RISK!!!*

RIDER understands that horse tack, including but not limited to saddles, cinches and girths, chest straps, lead lines and bridles can become loose or break at any time, causing a rider to fall or become jarred. It is the RIDER’S responsibility to notify the guide if any gear becomes loose. This requires attention to balance. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_INITIALS

1. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE

Should my actions, the actions of my horse, or any influences of conditions or nature cause injury or damage of any kind, **I and/or** my own personal liability shall pay for such damages.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 INITIALS

1. PROTECTIVE HEADGEAR WARNING

I have been fully warned and advised by Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke that the RIDER should purchase and wear protective headgear (horseback riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, ***may*** prevent or reduce the severity of some head injuries and ***may*** even prevent death from happening as the result of a fall or other occurrence. Minors 17 and under are required to wear protective headgear.

I chose to wear a helmet \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I DECLINE to wear a helmet. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 INITIALS

1. LIABILITY RELEASE

In consideration of Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke their owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke ordinary negligence; and I do further agree that **except in the event of Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke gross negligence AND willful and wanton misconduct**, I shall not bring any claims, demand, legal actions and causes of action, against Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward and/or my HORSE in relation to the premises and operations of Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke.

ALL RIDERS or Parent/Legal Guardian must sign below AFTER READING this ENTIRE document:

SIGNER STATEMENT OF AWARENESS: I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE & ACCURATE.

***PLEASE WRITE IN YOUR OWN HANDWRITING "I have read and understand these warnings. I am not under the influence of drugs or alcohol.***”: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SIGNATURE OF RIDER (OR PARENT/LEGAL GAURDIAN) DATE

Address in full: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Two phone numbers where you can be reached: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHOTO USAGE (**Not Mandatory. You must sign for your photos to be posted to** ***FACEBOOK***.)

I hereby give consent to Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke to use photographs of my child or myself, in advertising publications, including but not limited to, print, video, and electronic media, produced by Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke. I understand that the email address provided above will be used no more than three times per month to disseminate Great Trail Horse LLC, Kirsten Klindworth & Ron Dahlke photos, news or evaluations ONLY and will not be sold or provided to any other entity or institution for any reason. I understand I can be removed from the mailing list at any time by request.

Date\_\_\_/\_\_\_/\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WARNING

UNDER TEXAS LAW (CHAPTER [87](http://www.statutes.legis.state.tx.us/GetStatute.aspx?Code=CP&Value=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.

Date\_\_/\_\_/\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_