# Just Us Gals . . . and our Horses

## ACKNOWLEDGMENT OF RISK RELEASE AND HOLD HARMLESS AGREEMENT

#### 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.

#### **PRINTED NAME, ADDRESS & PHONE # OF PARTICIPANT**

Name:	
Address:	
City, State, Zip:	
Cell Phone#:	
E-mail:	
Date of Birth:	_ (no one under age 18 please)

I, the participant, acknowledge the risk involved in riding and working around horses, which may include bodily injury from using, riding, training or being in close proximity to horses. <u>I agree to assume any and all risks</u>, including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, the unavailability of medical care, or the negligence or deliberate act of another person.

I understand that Just Us Gals trail rides and lessons can take place in isolated or wilderness areas over rough terrain and/or trails of unknown condition due to changing weather patterns. I also understand that horseback riding is a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY.

I understand that no horse is completely safe, and the Released Party makes no representations or guarantees regarding the safety, training or suitability of any horse. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions or speed, trip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceives to be a danger if it is frightened or provoked or for no reason whatsoever (horse eating monsters, right?).

I understand that the saddle girth or cinches may loosen during a ride and that I am responsible for alerting the instructor/guide to help me tighten it to prevent the saddle from slipping while I am riding if I need assistance.

I understand that Just Us Gals has offered me a protective helmet which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet requirement. The wearing of such a helmet may reduce the severity of some head injuries and may prevent my serious injury or death as a result of a fall or other occurrence, and I have chosen to wear it or not according to my own

discretion.

I understand that I am responsible for any emergency or ongoing medical treatment that may be required due to an injury that occurs while I am participating in these equine activities. I and/or my own accident/ medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is \_\_\_\_\_\_ and my policy number is \_\_\_\_\_\_ which I give Just Us Gals permission to give the health care

providers if I am unable to do so.

I hereby agree to hold harmless and indemnify Just Us Gals, it's staff and volunteers and the family whose property the horses are located on from any liability or responsibility, damage, injury or illness to the undersigned or to any family member or spectator accompanying the undersigned onto the property.

As a rider, I consider myself:

\_\_\_\_\_ brand spanking new beginner (weren't we all once?)

\_\_\_\_\_ been on a horse a few times (recently, not summer camp as a kid) and got the hang of it \_\_\_\_\_ pretty darned experienced if I say so myself (riding for years)

I decline \_\_\_\_\_/accept\_\_\_\_\_ the use of a riding helmet.

Your height \_\_\_\_\_\_ and weight \_\_\_\_\_\_ so we can figure out which horse and saddle is sized right for you. Our weight limit is 225 pounds please.

Emergency Contact: \_\_\_\_\_

Name

Phone#

### I HAVE READ AND UNDERSTAND AND VOLUNTARILY AGREE TO THIS WAIVER AND RELEASE.

Rider

Date

If you have any questions, please be sure to check with your attorney about this. This same form will be good for just one ride or for as many rides as you take with this same group . . . no need to fill out each time.