

P.O. Box 1903

Killingsworth Arena LLC

Alpine, Texas. 79831

phone(432)294-2335

Safety and Release from Liability

for Killingsworth Arena LLC located at: 5006 Ted Street, Alpine, Texas. 79830

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU OR YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE/ANIMAL ACTIVITIES AT KILLINGSWORTH ARENA LLC, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF KILLINGSWORTH ARENA LLC.

READ THIS AGREEMENT CAREFULLY BEFORE SIGING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

1. **Participant Acceptance of Responsibility:** I have inspected all facilities on Killingsworth Arena LLC property/premises and/or has in some other way satisfied myself that the condition of the premises/facility will provide an adequate and reasonable level of safety for me, my horse(s)/animal(s) and my family/guests/authorized users and/or visitors who enter the premises. I am responsible for any and all damages, injuries and/or death caused by or to the animal(s) while in the care, custody or control of me, my family/guests/authorized users, and visitor or other handler or agent appointed by me.
Initial:_____
2. **Helmets/Safety Gear:** I understand that it is the recommendation of Killingsworth Arena LLC and owners to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on/around a horse(s). I accept full responsibility for accident or injury to myself, family members or my authorized users/guests if I or they choose not to use a riding helmet or other appropriate safety gear. **Initial:**_____
3. **Animals are Inherently Dangerous:** I understand that engaging in equine/animal activities is an inherently dangerous activity, and that by doing so, I expose myself to dangers, both to known and unknown variables. The inherent risks include, but are not limited to the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal(s); the unpredictability of an animal's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to: surface or subsurface conditions; a collision, encounter and/or confrontation with another horse(s), another animal(s), a person(s), or object(s); the potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to: failing to maintain control over the equine/animal and/or failing to act within the ability of the participant. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level or experience I have, and no matter what the situation. I agree and understand that Killingsworth Arena LLC cannot control the horse(s)/animal(s) on its facility, and that I shall release and hold harmless Killingsworth Arena LLC and the owners from any injury arising out of or related to equine/animal activities at Killingsworth Arena LLC's facilities. I understand that I will ride and handle my horse(s)/animal(s), and will conduct myself, at my own risk while I am on Killingsworth Arena LLC's property/premises. Killingsworth Arena LLC and the owners are not responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse/animal, 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, or fly near, or bite or sting a horse/animal or person; and irregular footing on out-of-door arenas or pasture which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also acknowledge and understand that these are examples of**

just some of the risks and I agree to assume others not mentioned above. I am not relying on Killingsworth Arena LLC and/or the owners to list all the possible risks for me. Initial:_____

4. **Release and Waiver of Liability and Assumption of Risk:** I take full responsibility for myself and for any guest/family/authorized users that I may bring onto the property and will not hold Killingsworth Arena LLC, its owners, agents, affiliations, or employees/volunteers responsible for accident or injury/death to myself, my guests/family, or my authorized users. Killingsworth Arena LLC and/or the owners are not responsible for stolen property. It is my responsibility to keep up with personal items. I am hereby warned that while on Killingsworth Arena LLC's premises, direct loss, damage, theft, or injury to my horse(s)/animal(s), tack, equipment, trailer, and other personal property is not covered by Killingsworth Arena LLC's or the owners insurance. The party who has the financial interest in and/or owns such items has the responsibility to insure the items under his/her own insurance policies. **Initial:_____**
5. **Death/Injury to Horse(s)/Animals(s):** Killingsworth Arena LLC, its owners, trainers, agents or employees/volunteers will not be held responsible for injury/death of horse(s)/animal(s). **Initial:_____**
6. **Hold Harmless, Defend and Indemnify:** I, and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or authorized users, do agree to release, hold harmless, and discharge Killingsworth Arena LLC, its Boarders/Riders, owners, agents, employees, volunteers, officers, directors, representatives, assigns, members, affiliated organizations, and insurers, and other acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Killingsworth Arena LLC and/or its Associates ordinary negligence or legal liability; and I do further agree and except in the event of Killingsworth Arena LLC, I shall not bring any claims, demands, legal actions and causes of action against Killingsworth Arena LLC and its Associates as stated above , in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations/events of Killingsworth Arena LLC, to include while riding, driving, training, handling, or otherwise being near horse(s)/animal(s) owned by me, Boarders or owned by Killingsworth Arena LLC, or in the care, custody or control of Killingsworth Arena LLC, whether on or off the premises of Killingsworth Arena LLC but not limited to being on Killingsworth Arena LLC's premises. I agree to defend, indemnify, save and hold harmless Killingsworth Arena LLC and its Associates, agents and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with my use of Killingsworth Arena LLC, presence at Killingsworth Arena LLC's facilities, horse's conduct, my use or access to horse(s), my or my agents' actions, breaches, failures, or omissions in performing or furthering this agreement or any related agreement, obligation or conduct, or as I may relate to or arise out of the subject matter of this agreement. **Initial:_____**
7. **Killingsworth Arena LLC Remedies:** If I breach this agreement, if horse(s)/animal(s) becomes sick, disabled, injured, or a danger to themselves or others, or if Killingsworth Arena LLC ceased to be able to provide services to me, hereunder, Killingsworth Arena LLC reserves the right to require my immediate removal and/or the immediate removal of my horse(s)/animal(s) from the facility/premises. I agree and understand that I am fully responsible for all alternative charges so incurred. **Initial:_____**
8. **Amendments and Modifications:** Killingsworth Arena LLC may amend this agreement at any time. All amendments must be made in writing and signed by all participating parties. No party may assign or transfer this agreement without written authorization/consent from each participating party. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all participating parties. **Initial:_____**

9. **Comprehension:** I affirm and acknowledge that I have been given the opportunity to obtain independent legal review by an attorney of my choosing, that I have read this entire agreement, that it is in plain language, and that I fully understand and appreciate the meaning of each of its terms. **Initial:**_____
10. **Governing Law and Venue:** This agreement shall be governed by the laws of Texas. Venue for resolution of disputes shall be reported and handled in Brewster County, Texas.

All Boarders, Riders, Participants and Parents or Legal Guardians must sign below after reading and completing this entire document. Spouses must sign for themselves: I, THE UNDERSIGNED, REPRESENT THAT I HAVE READ UNDERSTAND AND AGREE TO THE AGREEMENT, LIABILITY RELEASE, HOLD HARMLESS AGREEMENT AND ASSUMPTION OF RISK AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP MY RIGHTS TO SUE TODAY AND IN THE FUTURE. I ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

Participant:

Signed:_____ Date:_____

Name (Printed):_____

If Under 18 Years of Age: Parent/Guardian Signature:_____

Parent/Guardian Name (Printed): _____

Contact Phone Number(s):_____