



Appendix III

EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

This is a Waiver of Your Legal Rights, and an Agreement Not to Sue Serious Injury or Death May Result from Riding or Being Near Horses

1. PARTICIPANT'S NAME:

Name: _____ Date: _____

Address: _____ Telephone: _____

Emergency Contact & telephone: _____ Barn/association: _____

Horse name _____ Email: _____

Minor's name (if applicable): _____ Minor's DOB: _____

2. LIABILITY RELEASE. In consideration of my ability and permission to ride or use any horse owned by Haras Dos Cavaleiros, LLC, HDC Events, LLC, 26503 Peden Road LLC, HDC Events LLC, HDC Training LLC, HDC Hospitality Services LLC or any of its affiliates or subsidiaries (hereinafter "Haras") or any horse that I own at Haras' premises, located at 26427 Peden Road Magnolia, Texas 77355, I agree as follows:

This agreement, waiver and release applies to Haras employees, Messrs. Carmina Zamorano and Rafael Chavez, its members, predecessors, attorneys, insurers, members and volunteers ("Released Parties") who are working in the course and scope of their duties on behalf of Haras, at the time of occurrence of any act or omission which is later alleged to be a cause or contribution to a claim for injury, damages or death;

I forever release, hold harmless and indemnify Released Parties from liability for any and all claims, demands, causes of action, damages, injuries or death to me or my minor children, my horse and my property, and legal liability of every nature, including the negligent acts of direct or indirect, arising out of participation in the past, present or future Haras activities (including equestrian activities, such as riding use of, or being near horses, whether at a arena stable or on a trail ride) and I assume all risks of injury or death as set forth in this release;

I shall not bring any legal lawsuit, action or proceeding against any Released Parties, even if they engage in negligent conduct; and, I make this agreement, waiver and release for and on behalf of myself, my spouse, my children and/or ward, heirs, administrators, successors, representatives and assigns

3. ACTIVITY RISK. I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. **I RECOGNIZE ALL THE INHERENT RISKS INVOLVED IN RIDING AND WORKING WITH HORSES** including but not limited to: Bites, kicks abrasions or contusions from horses; Being thrown or bucked off by horses; Scratches or other injury from stalls or enclosures; Scratches or other injury caused from grooming tools and other equine equipment and tack; Allergic reactions to animals, hay or other allergens; Tripping in holes or on materials or equipment; Slipping, falling, or otherwise being injured in the barn, in the stalls or on the grounds which can be slippery, muddy, wet or contain or present other hazards.

4. CONDITIONS OF NATURE AND INSPECTION OF PREMISES. I understand that Haras is 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. Included but not limited to: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk run or fly near, or bite or sting a horse or person; and 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/or man-made changes in landscape. I acknowledge (as rider or guardian of minor rider) that I have inspected the instructional facilities and am satisfied that all premises' conditions are reasonably safe for rider's intended purpose, usage and presence upon Haras.

- 5. **NATURE OF THE HORSE:** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me or my horse, which are always present in horseback riding activities, on or near horses. 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 horse to ground, it will generally be at a distance of 3 1/2 to 5 1/2 feet, and the impact may result in injury to rider. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions or speed, trip, slip, 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.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICES 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.

- 6. **HELMET WARNING.** Wearing an ASTM/SEI approved hardhat, true riding boots and using safety stirrups is strongly recommended while riding. I understand this recommendation and if I were to choose not to wear or use this equipment, I will hold Haras, Carmina Zamorano and Rafael Chavez harmless from any and all liability resulting from or by, not following this recommendation.
- 7. **ACCIDENT/MEDICAL INSURANCE.** I agree that should emergency medical treatment be required, 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 _____.
- 8. **NON-PARTICIPATING INDIVIDUALS.** If I am present in the activities of Haras, I do so at my own risk, and I hereby acknowledge and agree that Haras and or any or its principals or agents shall bear no responsibility or risk associated with injuries that could arise from my presence at Haras. I hereby specifically forever waive and release Haras, it's affiliates and subsidiaries, Carmina Zamorano, Rafael Chavez, and their principals or agents from any liability for injury during my stay at their facilities. I agree to indemnify, save and hold harmless Haras and its principals and agents from and against any loss, liability, damage, and attorney's fees or costs that they may incur arising out of or in any way connected with either my presence or participation in the activities at Haras premises.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THIS THREE-PAGE WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME RO OBTAIN MY CONSENT.

Dated: _____ Participant's Signature: _____

Print Name: _____

IF PARTICIPANT IS UNDER 18, SIGNATURE OF AGREEMENT BY PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED, AND SUCH PERSON FURTHER AGREES, PURSUANT TO SECTION 2, ABOVE, TO RELEASE AND INDEMNITY THE RELEASED PARTIES FOR ANY INJURY OR DEATH TO, OR ANY CLAIMS BY OR ON BEHALF OF, SUCH A MINOR:

Dated: _____ Signature: _____

Relationship to Minor: _____ (Printed Name of Signor)