

EQUINE ACTIVITY RELEASE AND HOLD HARMLESS AGREEMENT

Crystal Corral/Lisa Stackpoole and Mike Stackpoole located at 1109 Crystal Beach Road, Crystal Beach Texas, 77650 wish to remind you that activities with horses can be dangerous. Certain risks cannot be eliminated without destroying the unique character of horseback riding. Certain elements of this activity could result in loss of property, injury or even death. Crystal Corral, Lisa Stackpoole, and Mike Stackpoole do not want to frighten you or reduce your enthusiasm for this activity, but it is important for you to be informed of the inherent risks in advance.

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 or equine in equine activities resulting from the inherent risks of equine activities.

1. _____, the undersigned, have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Crystal Corral, Lisa Stackpoole and Mike Stackpoole understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability. My participation in equine activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks.
2. I have read and fully understand the warning posted above and on the premises.
3. I understand the potential dangers that I could incur in mounting, riding, walking, leading, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks, I hereby release Lisa Stackpoole, Mike Stackpoole, family members and anyone else directly or indirectly connected with Crystal Corral from any liability and all claims of every kind whatsoever (including costs, expenses, or attorney's fees) in the event of injury or damage of any nature (or perhaps even death) to me or anyone else I bring with me caused by or incidental to my electing to mount and ride a horse owned by Crystal Corral, Lisa Stackpoole, Mike Stackpoole or any other horse on property at Crystal Corral. I have read or been advised of the WARNING posted by Equine Professional, which warning states, "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 or equine in equine activities resulting from the inherent risks of equine activities.
4. I understand and recognize and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement may further limit the liability of Lisa Stackpoole and Mike Stackpoole beyond that statutorily provided by the above referenced law which includes any activity, whatsoever, involving an equine, including death, personal injury and/or property damage to property.
5. I further voluntarily agree and warrant to Release and Hold Harmless Lisa Stackpoole and Mike Stackpoole from any liability whatsoever (including costs, expenses, or attorney's fees), including, but not limited to, any incident caused by or related to negligence, relating to injuries known, unknown, or otherwise not herein disclosed, including, but not limited to, injuries, death or property damage from mounting, riding, dismounting, walking, leading horse, grooming, feeding, use of barn, paddock, trails or horse ring, trailering, falling off horse whether or not horse is bucking, flipping, or spooked.

NOTICE: 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 Crystal Corral, Lisa Stackpoole and Mike Stackpoole harmless from any and all liability resulting from or by, not following this recommendation.

I HAVE CAREFULLY READ, AND CLEARLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE, AND FOR ALL MEMBERS OF MY FAMILY, INCLUDING ANY MINORS UNDER MY GUARD.

Signature

Date

Printed Name

phone

Emergency phone

Address

Email