

CONSENT AGREEMENT AND LIABILITY RELEASE

PLEASE READ CAREFULLY BEFORE SIGNING.

I, _____, do for myself and/or on behalf of my minor child or legal ward, hereby voluntarily request to be permitted to participate in equine, farm animal and/or farm activities with Ruby's Home for Good. These activities may include but are not limited to general recreation, riding, caring for, boarding, or just viewing the horses and other farm animals as well as general work on a farm or stable.

In this agreement, I understand that the term "**released parties**" will include Ruby's Home for Good, as well as its officers, directors, agents, representatives, instructors, students, volunteers, owners/lessors/lessees of any horse or property used by Ruby's Home for Good for these equine and/or farm activities, including their respective trainers, servants, agents, employees, officers or partners.

I am fully aware and understand that horses are unpredictable by nature; that when frightened or angry or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to buck, to rear up in front, or to bite; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will be generally from 3-1/2 to 5-1/2 feet. I understand that I, or my minor child or legal ward, could be injured as a result of any of these or other actions of a horse. I understand that all farm animals are unpredictable and may be dangerous. I understand these risks, and I voluntarily assume these risks and dangers.

I further understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse, and that the released parties are not responsible for the results of the rider's actions or inactions, or for the actions of the horse. I am aware that the wearing of an approved riding helmet can reduce the chance of injury to me and/or my minor child or legal ward and agree to wear such helmet at all times while mounted on a horse.

I fully understand and agree that I, alone, am to be responsible for any bodily injury or property damage which I or my minor child or legal ward should sustain on the premises and/or trails of the released parties while engaged in equine or farm animal activities, and for any time I or my child or legal ward should lose from employment or school or other activity, and for medical expenses or any other expenses incurred because of such bodily injury or property damage. In acknowledgement of the above, I hereby, for myself, my heirs, administrators and assigns, **RELEASE AND DISCHARGE AND AGREE TO HOLD HARMLESS** the released parties and all other participants of and from all claims, demands, actions and causes of action for such injuries sustained to my person or property, or to that of my minor child or legal ward, **whether or not such injury or property damage resulted from the negligence or gross negligence** of the released parties or resulted from any defect in tack or equipment that might be used on or around a horse.

I understand and agree that, in exchange for being permitted to participate in equine and/or farm activities associated with the released parties, I am voluntarily assuming the risks of any injury or property damage that might occur for **ANY REASON** and acknowledge my agreement that I may not bring a lawsuit or a claim of any kind against the released parties for such injuries and/or property damage. If I should bring such claim or lawsuit in violation of this agreement, I agree that I shall be liable to the released parties for any and all reasonable attorneys' fees and expenses that may be incurred by the released parties in defending against such claims.

I further agree to indemnify and reimburse the released parties for any injury and/or property damage caused to any third person as a result of any action or inaction on my part. This indemnification includes the reasonable cost of attorneys' fees and expenses incurred by the released parties in defending against any such suit.

I understand and agree that this Agreement and Liability Release is being entered into in the state of Texas, and the laws of the State of Texas shall govern its terms and conditions. The parties agree that if any term or condition is found to be invalid under the laws of Texas, such offending term or condition shall be stricken from the agreement without affecting the other terms and conditions.

WARNING
UNDER TEXAS LAW (CHAPTER 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.

I HAVE READ AND DO UNDERSTAND ALL THE ABOVE CONCERNING THE RISKS AND RELEASE OF LIABILITY.

SIGNED _____

DATE _____

PRINTED NAME: _____

GUARDIAN OR PARENT OF: 1. _____

2. _____