

WAIVER AND RELEASE OF LIABILITY

Equine Pony Rides

CS's Reining Equines · 610 Floyd Rd, Eddy, Texas 76524 · Version 2026-09-01

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

Participant Name: _____

Date of Birth: _____

In consideration of being allowed to participate in equine pony rides and related activities (the "Activity") offered by CS's Reining Equines and its owners, members, managers, employees, agents, staff, volunteers, affiliates, successors, and assigns (collectively, "Releasees"), the undersigned participant, and if the participant is under 18 years of age the participant's parent or legal guardian (together, "I" or "Releasor"), agree as follows:

1. Assumption of Risk. I understand that equine and farm-animal activities involve inherent risks. Those risks include, but are not limited to, physical or psychological injury, pain, illness, disfigurement, temporary or permanent disability (including paralysis), property damage, economic or emotional loss, and death. Injuries may arise from the conduct of horses or ponies, my own or others' negligence, travel to or from the Activity, or conditions at the location. I am volunteering to participate entirely at my own risk and assume all related risks, known and unknown.

2. Release of Liability. I waive, release, and forever discharge Releasees from any and all claims, demands, and causes of action arising out of my participation in the Activity, including claims for personal injury or property damage, to the fullest extent allowed by Texas law. To the extent statute or case law does not prohibit a release for ordinary negligence, this release also covers ordinary negligence of Releasees, their agents, and employees. Releasees are not responsible for errors, omissions, acts, or failures to act of any third party conducting an event or activity on their behalf.

3. Indemnity and Property. I agree to indemnify, defend, and hold harmless Releasees against any and all claims, demands, and causes of action arising from my participation in the Activity, including attorney fees and related costs. If any damage to equipment or facilities occurs because of the willful actions, neglect, or recklessness of me, my family, or my agents, I agree to pay all costs associated with that damage.

4. Medical Care. If I require medical care or treatment, I authorize CS's Reining Equines to provide or arrange emergency care it deems necessary, including first aid, CPR, use of an AED, emergency transport, and sharing of medical information with medical personnel. I agree to assume all costs of such care and understand that I should carry my own health insurance. I will not participate unless I am medically able, and I will abide by the decision of a CS's Reining Equines official or agent regarding my approval to participate.

5. Media Release. I grant Releasees a perpetual, royalty-free right to photograph, video, and otherwise record me and any minor participant named above, and to use those images, recordings, names, and likenesses in print, digital, website, social media, advertising, and promotional materials, without compensation or further approval. I waive any right to inspect or approve the finished use and any claim arising from that use, including claims for invasion of privacy or misappropriation of likeness.

6. Term, Law, and Severability. This waiver remains in effect for this visit and all later participation in the Activity. It is governed by Texas law, without regard to conflict-of-law rules, and supersedes all prior oral or written promises on the same subject. If any provision is found invalid or unenforceable, the remainder stays in force. If a court can make a provision valid by limiting it, that provision shall be enforced as limited. This agreement was entered into at arm's length, without duress or coercion, and shall be interpreted from its plain language.

I have read this Waiver and Release of Liability, I understand that it is a release of liability and a contract, and I am signing it of my own free will. It cannot be modified orally.

PARTICIPANT SIGNATURE

If the participant is 18 or older, the participant must sign below. A minor may also sign if able.

Participant Signature _____

Signed Date _____

Printed Name _____

Date of Birth _____

PARENT OR LEGAL GUARDIAN SIGNATURE

Required if the participant is under 18. I am the parent or legal guardian of the participant named above. I have read this agreement, consent to the minor's participation, and agree to all terms on my own behalf and on behalf of the minor, including the release of liability and the media release.

Parent / Guardian Signature _____

Signed Date _____

Printed Name _____

Relationship _____