

**RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING**

The undersigned, as a Participant/Spectator/Visitor/Contractor/Volunteer (collectively “**Participant**”), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as “**Participant**”), for good and valuable consideration, the receipt of which is hereby acknowledged, agrees to the terms of this Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement (“**Release**”).

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse, pony, cattle or other livestock (collectively “**equine**”), include, but are in no way limited to, faulty equipment or tack that causes injury or death, Released Parties’ failure to make a reasonable effort to determine the ability of Participant to engage safely in an equine activity or to safely manage the particular equine provided based on Participant’s representations of his or her ability, Released Parties’ failure to conspicuously post warning signs of a dangerous inconspicuous condition on the real property, as well as: (1) the propensity of an equine or livestock animal to behave in ways that may result in personal injury or death to a person on or around it (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (2) the unpredictability of an equine or livestock animal’s reaction to a sound (ex.: doors opening and closing, snow and ice falling, rain, wind, thunder, voices, music, guns, etc.), a sudden movement, or an unfamiliar object (ex.: machinery, equipment, obstacles, buggies, carts, barrels, ground poles, cones, flowers, flags, golf carts, ATV’s, mini-bikes, whips, bats, construction material, etc.), person, or other animal (ex. leashed or unleashed dogs, ducks, wildlife, equines, livestock, etc.); (3) with respect to equine activities, certain land conditions and hazards, including surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, tree roots, etc.); (4) a collision with another animal or an object; or (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine or livestock animal or not acting within the participant’s ability (collectively “**Inherent Risks**”). Participant agrees that engaging in equine activities under this Release includes, but is in no way limited to: those defined in the Texas Equine Activity Liability Act (TX CIV PRAC & REM §87.001-005), as well as riding, petting, grooming, leading, mounting, feeding, observing, boarding, and transporting equines, and otherwise interacting with or merely being in the vicinity of equines (collectively “**Equine Activities**”). Participant understands that illness, injuries, death, damage, or other loss (collectively “**Loss**”) may result, to Participant and/or equines, from the Inherent Risks, equines are powerful and have the potential to be dangerous, even without warning, and the Inherent Risks listed here are just a sampling and Participant is not relying on Released Parties to list all possible Inherent Risks of Equine Activities. Participant understands that and Kimberley Jenkins require the wearing of an ASTM/SEI-certified equestrian hard hat (“**Hard Hat**”) for anyone engaged in Equine Activities and that failing to wear a Hard Hat while engaged in Equine Activities increases the risk of serious injury and/or death. Participant is not relying on Released Parties to provide a Hard Hat, check a Hard Hat or its harness strap for proper fitting, or monitor the wearing of a Hard Hat at any time now or in the future. Participant agrees that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for his/her personal safety, to purchase and maintain his/her own health and liability insurance, remain responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Equine Activities, whether on or off Release Parties’ real property, on or off an equine owned by Participant, , RAF, Kimberley Jenkins, KJ Equestrian or others, being near an equine, or merely being in the vicinity of equines, regardless of whether Participant’s presence on such real property is related to Equine Activities. The following are included as Released Parties under this Release: RAF, VS&PSA, Inc., , KJ Equestrian, Kimberley Jenkins, owner(s) of equine involved in Loss, the owner(s), lessors, lessees, or other providers of real property where Loss occurred, program sponsors, and the aforementioned Released Parties’ respective spouse, family, heirs, agents, assigns, trustees, beneficiaries, employees, students, volunteers, independent contractors, sponsors, officials, guests, visitors, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively “**Released Parties**”).

2. Release, Hold Harmless, Defend and Indemnify: Participant agrees to release, hold harmless, defend and indemnify Released Parties for any Loss incurred by Participant, Participant’s property, and/or Participant’s equine, even if such Loss is caused in whole or in part by the negligence or other fault of Released Parties (except gross negligence, willful or wanton disregard for Participant’s safety and that act or omission caused the injury, or intentionally causing the Loss).

3. Governing Law, Jurisdiction, Time and Liability Limits, Attorneys’ Fees, Jury Waiver: This Release shall be construed and enforced in accordance with the laws of the State of Texas. All disputes relating to the interpretation and enforcement of this Release shall be resolved by the state court in Nueces County, Texas, and Participant submits to the jurisdiction and venue of the Court for such purpose. Participant agrees that this Release does not expire, that any and all claims and/or causes of actions for Loss by Participant must be brought within one (1) year of the date accrued, and any surviving claim for personal property Loss is limited to \$250.00. Participant agrees to reimburse Released Parties for any and all attorneys’ fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any action with Released Parties.

4. Severability, Modification: If any provision of this Release is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. The Release can only be modified if signed by Participant and or Kimberley Jenkins..

5. Certification: Participant certifies that he/she has read this entire Release, understands that the signing of this Release is required for Participant to participate in Equine Activities with RAF, KJ Equestrian or VS&PSA, Inc., knows that he/she has other facilities, instructors, equines and events to choose from, and voluntarily intends on his/her own behalf, and on behalf of minor Participant, and Participant’s spouse, parents, family members, heirs, agents, trustees, beneficiaries, guests, visitors, representatives, successors, and assigns, to be bound by the terms and conditions contained herein.

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 IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES

Date: _____ Signature: _____ Address: _____
Participant signing on my own behalf and if applicable
on behalf of my minor child

Printed Name: _____ Phone/E-Mail: _____

Emergency Contact Name/Phone/Relationship: _____

Minor Participant’s Name and Date of Birth: _____

THE UNITED STATES PONY CLUBS, INC. RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT FOR USPC NON-MEMBERS

This document waives important legal rights. Read it carefully before signing.

I AGREE for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in this United States Pony Clubs, Inc. (USPC) activities and events of the following:

I AGREE that I choose to participate voluntarily in an USPC activity, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and USPC activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, sickness and disease (including communicable diseases), suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- Hazards, including, but not limited to, surface or subsurface conditions;
- A collision with another equine, another animal, a person, or an object;
- The potential of an individual during an equine activity to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I Acknowledge that it is my/parent/legal guardian responsibility to ensure that I am/my child is wearing a completed wristband or armband card at this USPC activity. I authorize USPC, its successors or assigns, officials, officers, directors, employees, agents and/or volunteers to obtain and release to any USPC activity personnel (including, but not limited to, organizers, instructors, test examiners, chaperones), and to any first aid and safety personnel, medical professional, and treating medical facility, any information regarding my/my child's medical history, symptoms, treatment, exam results and/or diagnosis contained in the wristband or armband card. Furthermore, I agree and understand that it is my/parental/legal guardian responsibility to ensure that I/my child will not participate in any USPC mounted activities if I/my child have/has had a head injury or other medical condition and have/has been restricted from activity, until such time as the injury or condition is resolved and any activity restriction is lifted.

I AGREE to release the USPC, its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the USPC or the USPC activity.

I AGREE to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the USPC or the USPC activity, and specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which I or my child participates in a USPC activity. While a list of state statutes and select portions of those statutes believed to be in effect at the time of the execution of this agreement is attached hereto,

I AGREE to locate, review and understand the full applicable statute in place in my jurisdiction.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) the USPC and the USPC activity and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in the USPC activity.

I AGREE that neither I, nor any one claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against the USPC, its successors or assigns, for, on account of, arising out of, or in any way connected with any Harm to me or my horse, and that neither I, nor any one claiming through me, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or any one claiming through me, may now have or hereafter assert, in any way connected with claims for Harm to me or my horse, and for claims made by others for any Harms caused by me or my horse at the USPC activity.

I AGREE this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.

I AGREE that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

In the event this form is signed by the parent/guardian of a minor, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and minor.

By signing below, **I AGREE** to be bound by all applicable USPC rules and all terms and provisions of the USPC activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to the USPC that I fully understand its contents that I do not need any further explanation, and I waive any further explanation.

I have read and AGREE to abide be the above. REQUIRED — all signatures must be originals, not photocopies.

OR

Original Signature of Participant

Date

Original Signature of Applicant's Parent(s) or Legal Guardian(s)

Date

Required if applicant is of the age of majority in their state of residence.

Required if applicant is under the age of majority in their state of residence.

I, the undersigned, recognize and assume the unavoidable risks inherent in being on a ranch including (1) entering, (2) walking, (3) riding, (4) and any and all activities involved in being on said property and equine activities, including, but not limited to bodily injury or death and physical harm to horse, rider, guest, and spectator. These injuries include, but are not limited to serious bodily injury, death, need for medical and/or surgical care, and long-term care. In exchange for being allowed on said property, interacting with livestock, engaging in equine activities, and/or allowing my family members or guests to do so, I, the undersigned, assume any and all responsibility for any and all occurrences/injuries/deaths affecting any person or persons that may arise out of being on said property, interacting with livestock, and engagement in equine activities.

In consideration, therefore, for the privilege of being allowed on said property, riding and/or working around horses, livestock and any naturally occurring wildlife at Legacy Stables and for the receipt of other valuable consideration the receipt of which is hereby acknowledged, I hereby covenant and agree, for the express benefit of VS&PSA, Inc., its directors, shareholders, officers, employees, partners, independent contractors, lessors, agents, attorneys, successors, and assigns (the Benefited Persons), as follows:

Release and Covenant Not To Sue: I do hereby release the Benefited Persons from any liability or responsibility for accident, damage, injury, death or illness me, my horse(s), any member of my family or personal representative, damage to my property, and the same for any of my guests arising out of any occurrence on or around the premises of Legacy Stables; located at 1545 Yorktown Blvd, Corpus Christi, Texas. I further release any landowner who permits me to use his lands for riding or other activity (also, a Benefited Person). I hereby covenant not to sue any of the Benefited Persons and knowingly and voluntarily relinquish any claims, for myself and anyone claiming through me, hereafter existing which I, my personal representative, insurers, assignees, or subrogates may have against them, including claims arising out of the negligence of the Benefited Persons.

The foregoing release is intended to release the Benefited persons from the consequences of their own sole, joint, or comparative negligence.

Hold Harmless and Indemnification: I hereby agree to fully and unconditionally hold the Benefited Persons harmless from any liability, claim, loss, injury or death caused by the myself of the Horse and shall indemnify the Benefited Persons against any and all liability, costs, claims or causes of action of any kind, including derivative claims, asserted against the Benefited Persons resulting from, caused by, or in any way connected with injury or death to or caused by my Horse, my family members my guests or myself (Indemnified Claims).

I agree to reimburse the Benefited Persons for all costs and expenses, including their respective attorneys' fees incurred in defense of any such indemnified claims. I understand and agree that this indemnity includes within its scope any claim brought against the Benefited Persons by any personal representative, insurer, assign or other similar person claiming through me, my family members, or my guests for asserted liability of the Benefited Persons, including liability grounded in ordinary negligence. I further understand and agree that this indemnity carries a duty on my part to provide legal defense for the Benefited Persons in connection with any indemnified claim and to reimburse the Benefited Persons for their costs and attorneys' fees incurred in connection with analysis and consultation regarding any indemnified claim. The foregoing indemnity is intended to indemnify the from the consequences of their own sole, joint or comparative negligence.

Enforcement: I understand and agree that any of Benefited Persons may enforce any terms of this agreement and agree to reimburse any and each of them in the event they are reasonably required to bring action for enforcement of this agreement for their costs and expenses incurred in such action, including their reasonable attorneys' fees.

Severability: In the event any provision (or part thereof) of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, I agree that only so much of the provision as is invalid or unenforceable shall be stricken and the remaining part of such provision be interpreted as broadly as is possible to effect the meaning of such provision.

Chapter 87 Warning:

"Under Texas law, 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."

Signature of Releaser (as parent or guardian if applicable)
Signature _____ Date _____

Print Name _____

Minor Name (if applicable): _____

Address _____

Phone _____