

**Liberty Oak Farms– 311 Oak Lane – Liberty Hill, TX 78642 – (512) 797-9391**  
**HORSE RIDING AGREEMENT AND LIABILITY RELEASE**  
**PLEASE READ CAREFULLY BEFORE SIGNING**  
**SERIOUS INJURY MAY RESULT FROM YOU PARTICIPATION IN THIS ACTIVITY.**

**LIBERTY OAK FARMS, hereinafter known as the “FARM”, DOES NOT GUARANTEE YOUR SAFETY**

A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE:** I, the following listed individual hereinafter known as the “RIDER”, and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on the FARM’S premises, and that this RIDER will ride his/her own horse or one borrowed or leased by RIDERS own arrangement, today and on all future dates:

RIDER NAME (PRINT): \_\_\_\_\_

CIRCLE ONE:      Student                      Boarder                      Guest of: \_\_\_\_\_

B. **AGREEMENT SCOPE AND TERRITORY DEFINITIONS:** This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of the Farm’s physical location. Any disputes by the RIDER shall be litigated in and venue shall be the county in which the FARM is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term “HORSE” herein shall refer to all equine species. The term “HORSEBACK RIDING” or “RIDING” herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term “RIDER” shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms “I”, “ME”, “MY” shall herein refer to the above registered RIDER and the parents or legal guardians thereof if a minor.

C. **ACTIVITY RISK CLASSIFICATION:** I UNDERSTAND THAT: Horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. **NATURE OF RIDING HORSES:** I UNDERSTAND THAT: 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 a horse to the ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding/ horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short, changing direction or speed, shifting its weight from side to side, Bucking, Rearing, Biting, Kicking, or Running from danger.

E. **PROTECTIVE HEADGEAR WARNING:** I AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned by the FARM that all horse handlers should purchase and wear properly fitted and secured protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer’s head injuries and possibly prevent death from happening as the result of a fall and/or other occurrences. RIDER agrees to abide by the Farm’s policy stipulating that ALL PERSONS UNDER THE AGE OF 18 ARE REQUIRED TO WEAR PROTECTIVE HEADGEAR AT ALL TIMES ON HORSEBACK. In addition, the RIDER agrees to abide by the policy of the Farm that stipulates that ANY PERSON JUMPING OBSTACLES ON HORSEBACK MUST WEAR PROTECTIVE HEADGEAR. THE FARM STRONGLY ADVISES THAT ALL PERSONS ON HORSEBACK AND NEAR HORSES WEAR PROTECTIVE HEADGEAR. RIDERS under 18 must be supervised by a family member, or designated adult, over 18 when jumping obstacles.

F. **RIDER RESPONSIBILITY:** I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the RIDER is in primary control of the horse. The RIDER’S safety largely depends on his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I understand that horseback riding is a rigorous activity, requiring both physical fitness and mental alertness at all times. I certify that I am in good health, and free from injury, illness, or other defect which might impair my ability to engage in this activity. I also understand that riding instruction requires that the instructor give direction in the form of commands, and while due deference should be given such commands; I realize that all my activities are voluntary, and I must utilize my own judgment in choosing whether to comply with suggested act. The instructor is entitled to my attentiveness and good efforts to cooperate, but does not expect or require total obedience, especially if compliance might cause injury or harm to myself, my horse, or any person, animal, or property. The RIDER shall be responsible for his/her own safety, and that of an unborn, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. The FARM advises pregnant women not to ride horses.

G. **CONDITIONS OF NATURE:** The FARM 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. SOME EXAMPLES ARE, but are not limited to:

thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; machinery or equipment noise and movement; 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 man-made changes in landscape.

H. **INSPECTION OF PREMISES:** I UNDERSTAND THAT: RIDER has inspected the FARM'S facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon the FARM premises.

I. **SADDLE GRITH/NATURAL LOOSENING:** Saddle girths (saddle fastener around horse's belly just behind front legs) may loosen during a ride. If a rider notices this he/she must dismount and tighten saddle or immediately alert someone who can so to avoid slippage of the saddle and a potential fall of the rider. The rider shall not again mount the horse until the saddle has been sufficiently tightened to avoid slippage.

J. **ACCIDENTAL AND PERSONAL LIABILITY INSURANCE:** I AGREE THAT: Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. Should my actions or that of my horse (owned or leased) cause injury or damage of any kind I and/or my own personal liability insurance shall pay for such damages. In consideration for the instruction and activity provided, the RIDER or parent/guardian hereby covenants and agrees to provide health and accident insurance on RIDER participating in the horse activities. It is understood that said RIDER, parent/guardian, assumes full financial responsibility for any and all accidents, harm, or injuries incurred while participating in activities at the FARM.

K. **LIABILITY RELEASE:** I AGREE THAT: In consideration of the FARM allowing my participation in this activity, under the terms set forth herein, I, the RIDER, for myself and on behalf if my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge the Farm, its owners, agents, employees, representatives, officers, directors, assigns, members, owners of premises, affiliated organizations, insurers and others acting on the Farm's behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to the FARM'S and/or its Associates' ordinary negligence; and I do further agree that except in the event of the FARM'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the FARM and it Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of the FARM, to include while riding, handling or otherwise being near horses owned by or in the care, custody, and control of the FARM, whether on or off the premises of the FARM.

L. I UNDERSTAND THAT: The FARM and the instructor are relying upon this waiver and release of liability, and that absent my signing this waiver and release of liability, (A) I would not be allowed to participate in classes, or to use, handle, or ride a horse while a student, or while engaged in any other activities whatsoever, with respect to the FARM, and (B) If applicable, the FARM and its manager would not enter into a boarding contract with me.

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.

**SIGNER STATEMENT OF AWARENESS**

I/We the undersigned, have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement. I/We understand that by signing below I am waiving valuable legal and equitable rights and assuming important legal obligations. I/We have carefully considered the risks involved in signing this contract and sign with full knowledge of those risks. I/We further attest that all stated facts are true and accurate.

\_\_\_\_\_  
SIGNATURE OF RIDER (Spouses must sign for themselves) Age (if under 21): \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ for \_\_\_\_\_ Date: \_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN OR SPOUSE #1 NAME (Please Print)

\_\_\_\_\_ for \_\_\_\_\_ Date: \_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN OR SPOUSE #2 NAME (Please Print)

**IF RIDER IS A MINOR, BOTH PARENTS MUST SIGN THIS FORM**

Address in full: \_\_\_\_\_ Home Phone: \_\_\_\_\_

\_\_\_\_\_ Bus. Phone: \_\_\_\_\_

**PLEASE CONSULT YOUR ATTORNEY WITH ANY QUESTIONS REGARDING ANY PART OF THIS CONTRACT.**