



ADULT'S/VOLUNTEER RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

The undersigned person ("Participant"), being an adult aged 18 years or older, desires to participate in one or more events and activities sponsored, organized, sanctioned, and/or held at facilities provided by Hooves and Halos (referred to as HH in future references). Participant represents and warrants the following:

HH is an "equine activity sponsor" , and/or a "livestock activity sponsor" , in connection with all activities or events in which Participant will be participating. All events and activities in which Participant will be participating constitute an "equine activity", and/or a "livestock show".

Participant is aware and fully informed that the contemplated activities and events involve DANGER and inherent risk of personal injury, death, and/or property damage. Participant is further fully aware and informed that conditions of the facilities provided by HH change from time to time and may become more hazardous, and that rodeo animals are dangerous and unpredictable. Participant further understands that the facilities' surfaces, access ways or lack thereof, lighting or lack thereof, and weather conditions all change and pose a danger. Participant further understands that other participants, their animals, and their equipment and tack, may pose a danger to Participant. Participant has had a full and adequate opportunity to inspect and examine the equipment and tack, if any, provided by HH, and Participant is satisfied that such equipment or tack is not faulty in any manner.

Participant represents and warrants that he or she is familiar with the events and activities in which Participant will be participating. Further, Participant is knowledgeable as to the proper means of: 1) safely engaging in all activities or events in which Participant will be participating; and 2) safely managing the equine and livestock animals with which Participant will be participating.

Participant is not aware of any physical condition or limitation that would impair Participant's ability to safely engage in activities or events in which Participant will be participating.

Participant has had full and adequate opportunity to inspect and examine the facilities and improvements, if any, provided by HH, including any posted warning signs and notices, and Participant is satisfied that the facilities and improvements are in good order and functioning properly.

IN CONSIDERATION of the foregoing representations and warranties, as well as the mutual promises and obligations undertaken by Participant and HH, the parties agree as follows:

HH agrees to allow Participant to participate in activities and events that are sponsored, organized, sanctioned, and/or held at facilities provided by HH. Participant RELEASES, DISCHARGES AND COVENANTS NOT TO SUE the HH, its officers, directors, agents, and employees (all hereinafter collectively referred to as the "Released Parties") from any and all claims and liability arising out of strict liability or ordinary negligence of the Released Parties or any other participant which causes Participant personal injury, death, or property damage. PARTICIPANT COVENANTS TO HOLD THE RELEASED PARTIES HARMLESS AND TO INDEMNIFY RELEASED PARTIES FROM ALL CLAIMS, JUDGEMENTS, AND/OR EXPENSES THE RELEASED PARTIES MAY INCUR ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES AND EVENTS THAT ARE SPONSORED, ORGANIZED, SANCTIONED, AND/OR HELD AT FACILITIES PROVIDED BY THE HH. PARTICIPANT'S INDEMNITY OBLIGATION EXTENDS TO ACTS AND OMISSIONS CAUSED BY THE SOLE AND CONCURRENT NEGLIGENCE OF HH. Participant VOLUNTARILY ELECTS TO ACCEPT ALL RISKS connected with his or her participation in any activities or events sponsored, organized, sanctioned, and/or held at facilities provided by HH. Participant agrees that this Release, Assumption of Risk, and Indemnity Agreement shall remain in full force and effect and shall apply to all incidents, injuries, accidents or death occurring in connection with his or her participation in any activities or events sponsored, organized, sanctioned, and/or held at facilities provided by the HH. All subsequent agreements and release documents signed by the Participant shall amplify, but shall in no way limit, the provisions of this document. All references in this document to any statute shall include reference to any successor.

WARNING

UNDER TEXAS LAW, A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

UNDER TEXAS LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

PARTICIPANT

Signature: _____

Date: _____