



The Paddocks Stables, Inc. & Gillian Kallenberger

Riding and Horsemanship Liability Release Form

This riding and horsemanship liability release form dated ____ day of _____ is an agreement by and between The Paddocks Stables, Inc., Gillian Kallenberger property owner and The Paddocks Stables Inc. riding instructors, agents, owners and employees, (referred to herein collectively as “THIS STABLE”) the Rider listed below, and if said rider is a minor, said rider’s parents and/or said guardian:

Please print, Rider _____

Father/Guardian _____

Mother/Guardian _____

In consideration of the mutual promises and covenants herein, the receipt and adequacy of which is hereby acknowledged, parents/guardian/rider (referred to as “I/We and I or “Rider” herein) and this stable enter into this agreement in the State of Texas as follows:

SECTION I: REGISTRATION AND EMERGENCY CARE OF RIDER

- A. I/We the following individuals wish to take riding instruction and ride a horse stabled at or belonging to THIS STABLE.

Rider’s Name: _____

Age _____ Weight _____

Rider’s medical condition: Is rider sound and healthy, not suffering from any physical or mental disorder that might interfere with the Rider’s ability to ride a horse or pony and follow instruction?

Yes _____ No _____

If yes, please explain _____

I/We agree to immediately advise THIS STABLE if medication or the health of the Rider is changed in any significant way.

- B. I/We understand and agree that Immediate, emergency medical attention may be required if Rider is injured while on the premises of THIS STABLE. If the Rider is minor, while THIS STABLE will endeavor to Immediately contact the Rider's parents/guardians, in most cases THIS STABLE will deem it prudent to take immediate action, either to call an ambulance or bring the Rider to a nearby emergency room. Recognizing that the employees, instructors and owners of THIS STABLE are not licensed medical caregivers and are not capable of diagnosing a medical condition not clearly evident, however I/WE Agree not to hold THIS STABLE responsible for failure to seek medical attention for a Rider. I/WE hereby give advance consent to THIS STABLE to take such action of THIS STABLE deems it in the best interest of the Rider to do so. I/WE further consent to any x-ray examination, anesthetic, medical, or surgical diagnosis or treatment or hospital service that may be suggested under the general or specific instructions of any hospital physician or emergency attendant. It is understood that this consent is given in advance of any specific diagnosis or treatment that may be required, but is given to encourage THIS STABLE and such medical caregivers to exercise their best judgment. I/WE shall pay all fees for physicians, hospitals, ambulances and other medical charges responsible and necessarily incurred. This consent shall be in full force and effect until the rider of the Rider's parents or guardians withdraw it, in writing.
- C. I/WE understand that should medical attention be required, the information listed below will be provided to the attending hospital or clinic, physician, or emergency services to cover incurred bills for services rendered. I/WE agree to immediately advise THIS STABLE should the medical coverage listed below change.

I/WE Currently have insurance in force: YES _____ NO _____

Name of Insurance Company: _____

Policy Number: _____

SECTION II: WARNINGS AND ASSUMPTION OF RISK

- A. I/WE understand that horseback riding is classified as a rugged adventure recreational sport activity and that there are inherent risks always present despite the use of reasonable safety precautions. I/WE understand these risks and fully accept these risks, some, but not all of which, are detailed as follows:
1. THIS STABLE chooses its horses carefully. THIS STABLE looks for docile personalities in its school horses for the basic training required for use by amateur riders, and it follows an established safety program. More advanced riders may have the opportunity to ride horses that may not be as docile as the horses used for beginner riders. I/WE agree that should we choose to ride such horses, the risks may be increased and THIS STABLE is not responsible for any injury the Rider may suffer as a result.
 2. I/WE acknowledge that it is not possible for any person or establishment to predict the exact behavior of a horse. Horses are easily frightened and they can react when angry, energetic or

- under stress. The horse may react according to its natural instincts, which are to jump sideways, forward or backward, to run away from danger, to kick with its hind legs or strike with its forelegs, to buck, rear up, to bite and/or throw its head upwards or sideways. THIS STABLE cannot always predict the behavior of any given horse in such situations.
3. Other aspects, which must be realized when dealing with horse, include, but are not limited to:
 - a. Riding is the only sport where a smaller, weaker predator (human) tries to impose will on a larger, stronger prey (horse), where each has a limited understanding of the other, yet tries to become one unit movement. The mind of the horse can work either with or against the Rider.
 - b. Smoothness and speed of the ride of horse's gaits may be irregular at times. Horses move at three unique gaits: walk, trot and canter. Each gait requires differing movements and behavior from the Rider as instructed by THIS STABLE.
 - c. The distance to the ground is typically further on a horse than from a bicycle. Riders usually fall on their upper body. Further, during the fall it is possible for the horse's large body to interfere with the rider. A fall may result in injury to the rider.
 - d. Always keep in mind that horses are five to 15 times larger, 20 to 40 times more powerful, and and three to four times faster than the average human.
 4. Upon mounting a horse and taking up the reins, the Rider is in primary control of the horse and his/her safety depends largely on the ability to carry out simple instructions and remain balanced while mounting.
 5. THIS STABLE is not responsible for acts or occurrences of nature that can scare a horse or cause it to fall. Some examples include: thunder, lightning, rain, wind, water, wild of domestic animals, insects, reptiles, irregular footing, etc. Additionally, Riders must be aware at all times of other Riders and horses nearby, actions of which can also cause the horse the rider is riding, leading or standing near to become frightened or angry.
 6. A girth may naturally loosen during a ride, and the Rider is responsible for alerting the attending instructor for assistance to avoid saddle slippage.

SECTION III: RELEASE AND RIDERS CONENANTS

- A. I/WE understand the inherent risks associated with riding and otherwise associating with horses as outlines above; and I/WE accept full responsibility for any bodily injury, including death, medical and other financial losses (including time lost from work or school), or property damage which is sustained while on the premises of THIS STABLE or as a result of riding at THIS STABLE by the Rider, the Rider's parents/guardians or the Rider's family members and guests. Further, I/WE for myself, heirs, administrators and assigns, do hereby waive and release THIS STABLE from and against any all claims, suits, causes of action, damages or other liability for personal injury, including death, property damage, emotional distress or other damages that might be suffered by Rider or Rider's family members and guests that in any way are related to activities of the Rider, the Rider's family members or guests at THIS STABLE (herein collectively "Liabilities"). I/WE further agree to indemnify and undertake of the defense, including all costs associated with said defense (i.e., attorney fees, court costs, etc.) THIS STABLE for any claims for any such Liabilities.

- B. I/WE shall at all time act in a prudent and cautious manner while on the premises of THIS STABLE. I/WE agree to follow all safety rules of THIS STABLE any instructions given by any riding instructors of THIS STABLE. I/WE acknowledge that I/WE have been given a copy of or have had the opportunity to read The Paddocks Way, which sets forth certain safety precautions and rules that must be observed while on the premises of THIS STABLE. I/WE understand that failure to abide by all the rules and all instructions given by instructors of THIS STABLE can, at the sole option of THIS STABLE, results in an immediate forfeiture of the Rider's opportunity to ride at THIS STABLE. Further, if failure by the Rider, the riders family members of guests, to abide by the rules of follow the directions given by the instructors of THIS STABLE results in damages or injuries to THIS STABLE's employees, animals and/or property or the persons property of others on the premises, I/WE acknowledge that I/WE shall be held responsible accordingly and agree to indemnify THIS STABLE for any damages or claims which may be made as a result thereof.
- C. I/WE have been fully warned by THIS STABLE that I/WE can protect ourselves against head injuries by wearing protective head gear while mounted, riding, dismounting and being around horses. I/WE understand this protective headgear is Our Own Responsibility.

SECTION IV: CLOSING STATEMENT AND SIGNATURES

I, the undersigned, have read and do understand the foregoing agreement and release waiver.

Signature of Rider: _____ Date: _____

Signature of Father or Guardian: _____ Date: _____

Signature of Mother or Guardian: _____ Date: _____

Full Address: _____

Home Phone: _____ Cell Phone _____ Work Phone _____

Email Address: _____

In Case of Emergency Contact: _____

TEXAS 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.