

**Spirit Reins, Inc.**

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Participant Name (print): \_\_\_\_\_

Daytime Phone (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Age: \_\_\_\_\_

Emergency Phone: (\_\_\_\_) \_\_\_\_\_

**WARNING**

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

1. Equine Activities. I understand that I have requested to engage directly or indirectly in educational, therapeutic, and/or instructional activities that involve equines, which may include, but are not necessarily limited to, riding, handling, training, assisting in the treatment of, or being a passenger on an equine animal, Equine Assisted Psychotherapy (EAP), Equine Assisted Learning (EAL), and other programs that may require being in close proximity to equines and other livestock animals (each activity an "Equine Activity" and collectively "Equine Activities"). I understand that participation in Equine Activities presents inherent risks including, but not limited to, falls, kicks, bites, collisions with vehicles, livestock or stationary objects, personal injury, property damage, death, or loss to person.

2. Health Conditions. I hereby confirm that I am not aware of any physical or mental health conditions that could affect my participation in the Equine Activities, and that I have not misrepresented or omitted information that may impact my participation in the Equine Activities, including but not limited to, height, weight, age or abilities.

3. "Injury, Loss, or Damage". For purposes of this Agreement, the term "Injury, Loss, or Damage" shall mean any economic and/or non-economic loss, including but not limited to, property loss, property damage, breach of contract, personal or bodily injury, or death.

4. Release of Liability and Assumption of Risk. In consideration for being allowed to participate in any Equine Activities and/or enter the premises, barns, arenas, pastures, facilities or any other land or structure located at 2055 CR 284, Liberty Hill, TX 78642 or any other location where Equine Activities are sponsored or organized by Spirit Reins, Inc. (the "Property"), I hereby release and discharge the owners, lessors, successors, and assigns of the Property, and Spirit Reins, Inc., its officers, directors, employees, agents, volunteers, and representatives (collectively referred to herein as the "Releasees") from liability for or arising out of any Injury, Loss, or Damage that may result from my presence on the Property or participation in the Equine Activities, whether or not the Injury, Loss, or Damage was the fault of or was caused, in whole or in part, by the alleged or actual negligence or contributory negligence of the Releasees. I hereby assume full responsibility for any risk of Injury, Loss, or Damage arising out of or related to the Equine Activities or my presence on the Property, whether caused by negligence or fraud of the Releasees or otherwise, known or unknown. I hereby agree that it is my responsibility to obtain and maintain full and complete insurance coverage on my personal property, livestock and self.

5. Indemnity and Hold Harmless. I hereby agree to indemnify and hold harmless the Releasees from liability for or arising out of any Injury, Loss, or Damage that may result from my presence on the Property or participation in the Equine Activities, whether or not the Injury, Loss, or Damage was the fault of or was caused, in whole or in part, by the alleged or actual negligence or contributory negligence of the Releasees. I hereby agree that I will never institute any lawsuit or cause of action against the Releasees, or to initiate or to assist in the prosecution of any claim for damages against the

Releasees which I may have by reason of Injury, Loss, or Damage arising from my presence on the Property or participation in the Equine Activities.

6. Helmet. Spirit Reins requires anyone under the age of 18 to wear a helmet while riding a horse. I understand that I am responsible for my own safety when participating in any Equine Activity. I understand the risks associated with participating in Equine Activities without wearing a helmet. I have been offered the use of a helmet.

\_\_\_\_\_ I **ACCEPT** the use of a helmet.                      \_\_\_\_\_ I **DECLINE** the use of a helmet.

7. Severability. I hereby agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and if any portions of this agreement are found to be unenforceable or against public policy, that only those portions shall fail, and I agree to be bound to the remainder of the agreement. I specifically waive any unenforceability or public policy argument that I could make or could be made on behalf of my estate or by anyone who would sue the Releasees as a result of my presence on the Property and/or participation in any Equine Activity.

8. Rules and Regulations. I hereby agree to abide by all rules, regulations, policies or procedures of the Releasees while present on the Property and/or participating in any Equine Activity.

9. Use of Name; Photographs; Videotape. I hereby grant full permission for Spirit Reins, Inc., or others affiliated with and authorized by Spirit Reins, Inc., to use my name and/or publish any photographs, videotapes, or movies taken of me, even if such use and publication is for commercial, advertising, or promotional purposes.

### **VOLUNTARY AND KNOWING CONSENT**

I acknowledge that I enter into this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AS A CONDITION FOR BEING ALLOWED TO ENTER THE PROPERTY AND/OR PARTICIPATE IN ANY EQUINE ACTIVITIES SPONSORED BY THE RELEASEES**. I am of lawful age and legally competent to sign this Agreement and I enter into this Agreement only after having fully read and understanding the document, and doing so of my own free will, not being compelled to do so. I voluntarily sign my name evidencing my acceptance of the above provisions.

#### **Participant Signature:**

Participant (Printed Name): \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

#### **For Participants under 18:**

I state that I am the parent or legal guardian of the Participant, who is a minor. I am of lawful age and legally competent to sign this Agreement and I enter into this Agreement only after having fully read and understanding the document, and doing so of my own free will, not being compelled to do so. I voluntarily sign my name evidencing my acceptance of the above provisions.

Parent/Guardian (Printed Name) \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



**Spirit Reins, Inc.**  
COVID-19 Liability Release Waiver

In consideration of my participation in the foregoing, the undersigned acknowledges and agrees to the following:

- I am aware of the existence of the risk on my physical appearance at Spirit Reins and my participation in equine assisted psychotherapy that may cause injury or illness such as, but not limited to COVID-19 that may lead to paralysis or death.
- I have not experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough nor have I been exhibiting any other symptoms relating to COVID-19 or any other communicable disease within the last 14 days.
- I have not, nor have any member(s) of my household, traveled by sea or by air, internationally within the past 30 days.
- I did not, nor did any member of my household, visit any area within the United States that was reported to be highly affected by COVID-19 in the last 30 days.
- I have not, nor have any member(s) of my household, been diagnosed to be infected with the COVID-19 virus within the last 30 days.

Following the pronouncement above I hereby declare the following:

- I am fully and personally responsible for my own safety and actions while at Spirit Reins and during my participation in therapy sessions, and I recognize that I may be at risk of contracting COVID-19.
- With full knowledge of the risks involved, I hereby release, waive, discharge Spirit Reins, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.
- I agree to indemnify, defend, and hold harmless Spirit Reins from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

By signing below I acknowledge that I have read the foregoing COVID-19 **Liability Release Waiver and Spirit Reins Health and Safety Protocol** and understand its contents, that I have been sufficiently informed of the risks involved, and that I give my voluntary consent in signing this COVID-19 Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from inducement or representation.

**Participant Agreement:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**For Participants under 18:**

Participant Name: \_\_\_\_\_

Parent/Guardian (Printed Name): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_