

CONSENT AGREEMENT AND LIABILITY RELEASE

Please read carefully before signing.

I _____ do for myself and/or on behalf of my minor child or legal ward hereby voluntarily request to be permitted to come upon the property of RoseAnn Carr/RandM Stables for the purpose of general recreation or the buying, boarding, viewing, care for or riding of horses or other farm animals.

I am fully aware and understand that horses are unpredictable by nature: that when frightened or angry or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot or a gallop, to kick, to buck, to rear up in front, or to bite: that horses are extremely powerful; and this if a rider falls to the ground, the fall distance will be generally from 3-1/2 to 5-1/2 feet. I understand that I, or my minor child or legal ward, could be injured as a result of any of these or other actions of a horse. I understand these risks, and I voluntarily assume these risks and dangers.

I further understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse, and that neither RoseAnn Carr/RandM Stables or any trainer or employee of the boarder or horse owner at RandM Stables is responsible for the rider's actions or inactions, or for the actions of the horse. I am aware that the wearing of an approved riding helmet can reduce the chance of injury to me or my minor child or legal ward and agree to wear such helmet at all times while mounted on a horse at RandM Stables.

I fully understand and agree that I, alone am to be responsible for any bodily injury or property damage which I or my minor child or legal ward should sustain on RandM Stables' premises and/or trails while engaged in general recreation or the riding viewing or caring for a horse, and for any time I or my child or legal ward should lose form employment or school or other activity, and for the medical expenses or any other expenses incurred because of such bodily injury or property damage. In acknowledgement of the above, I hereby, for myself, my heirs, administrators and assigns, **RELEASE AND DISCHARGE AND AGREE TO HOLD HARMLESS** RandM Stables, RoseAnn Carr, trainers, servants, agents, employees, officers, clinicians, instructors, boarders, horse owners and all other participants of and from all claims, demands, actions and causes of action for such injuries sustained to my person or property, or to that of my minor child or legal ward, whether or not such injury or property damage resulted from the negligence or gross negligence of RandM Stables, RoseAnn Carr or their servants, agents, clinicians, instructors, employees, boarders, horse owners or officers, or resulted from any defect in tack or equipment that might be used on or around a horse.

I understand and agree that, in exchange for being permitted to participate in general recreational activities and/or the boarding, viewing, caring for or riding of horses at RandM Stables, I am voluntarily assuming the risks of any kind of injury or property damage that might occur for **ANY REASON** and cancelled my agreement that I may not bring lawsuit or a claim of any kind against RandM Stables, its owners, lessees, trainers, servants, agents, clinicians, instructors, employees, boarders, horse owners or officers for such injuries and/or property damage. If I should bring such claim or lawsuit in violation of this agreement, I agree that I shall be liable to RandM Stables for any and all reasonable attorneys' fees and expenses that may be incurred by RandM Stables and/or RoseAnn Carr in defending against any such suit.

I understand and agree that this Agreement and Liability Release is being entered into in the state of Texas, and the laws of the State of Texas shall govern its terms and conditions. The parties agree that any term or condition is found to be invalid under the laws of Texas, such offending term or condition shall be stricken from the Agreement without affecting the other terms and conditions.

WARNING:

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

Signed: _____ Date: _____

Printed Name: _____

- Guardian or Parent of: 1. _____
- 2. _____
- 3. _____
- 4. _____