

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

2017

Cherry Creek Arena

FARM ANIMAL ACTIVITIES * GENERAL RIDING * BOARDING

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY
THIS OPERATION DOES NOT GUARANTEE YOUR SAFETY AND ENCOMPASSES SPECTATORS AND PARTICIPANTS

Physical address: 13850 Highway 146, Mont Belvieu, Texas

Phone: 281-932-4233

Mailing Address: 9606 Garth Rd, Baytown, Texas

Website www.cherrycreekarena.com

PLEASE PRINT LEGIBLY AND FILL IN ALL INFORMATION

FIRST NAME:

LAST NAME:

E-MAIL (you will be added to our e-mail list):

ADDRESS:

CITY:

STATE:

ZIP:

HOME PHONE: () _____

CELL: () _____

(A).AGREEMENT SCOPE, GOVERNING LAW AND DEFINITIONS:

This Agreement shall remain in effect from the day of signing through December 31, _____. This Agreement shall be legally binding upon Rider/Participant as defined below, and/or the parents and/or legal guardian's therefore (if minor), Rider's / Participant's heirs, estate, assigns including all minor children and personal representatives. It shall be interpreted according to the laws of the State of Teas. If any clause, phrase or word is in conflict with the state law, then that single part is null and void. The term "Farm Animal" herein shall refer to any farm animal as defined in Texas Civil Practice or otherwise handling of farm animals, whether from the ground or mounted and any other farm animal activity as defined in TCPRC. For purposes of this Agreement only, "Rider/Participant" shall include

(print name)

_____ . The term "I", "me", "my" shall herein refer to the above registered Rider/Participant and/or the parents or legal guardians thereof if a minor. The term "Restricted Area or Restricted Areas" herein shall include, but is not limited to the arenas, stables, walkways, pens, corrals, fields, training areas, equipment rooms, animal bathing stall, office, classrooms and other areas appurtenant to any area where any activity relating to a farm animal activity shall take place. The term "**CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO.,LLC**" herein includes, **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** and its managers, employees, representatives, agents and volunteers.

(B).INHERENT RISKS OF FARM ANIMAL ACTIVITIES, ASSUMPTION OF RISKS:

I UNDERSTAND THAT: Farm animal activity and horseback riding are classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. Related injuries can be severe. Farm animal participants and horseback riders acknowledges that there are numerous inherent risks of activities, whether preparing for, entering, attending, participating in, or leaving the event. The Inherent risks include those dangers and conditions which are an integral part of equine and farm animal activities, including, but not limited to (a) the propensity of an equine or other farm animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of equine or farm animal's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;

(c) certain hazards such as surface of subsurface conditions; (d) collisions with other animals or objects; the potential of a participant or other rider to act in a negligent manner that may contribute to injury to the participant, Rider or others, such as failing to maintain control over the farm animal or equine or not acting within his or her ability; (f) the breakage or failure of tack resulting in a fall or other movement that causes injury or harm to Rider/Participant or other persons or animals in the vicinity. In consideration of the signing of this agreement, Rider/Participant and/or the parent of legal guardian(s) thereof is a minor, do hereby voluntarily request and agree to participate in farm animal activity and riding **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** events, which may be produced and/or sponsored in whole or in part by **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** and its sponsors, producers, managers, property owners, officials, and affiliates and their directors, officers agents, volunteers, and representatives, and that today and on all future dates, and participate with either Rider's/ Participant's animal or an animal provided by **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** for the purpose of purchasing or borrowing said animal. Rider/Participant is not relying on **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** to list all possible inherent risks or all risks of participation in the event.

(C).NATURE OF FARM ANIMALS/EQUINES: I UNDERSTAND AND AGREE THAT: PARTICIPATING IN FARM ANIMAL ACTIVITIES AND HORSEBACK RIDING ARE CLASSIFIED AS RUGGED ADVENTURE RECREATION SPORT ACTIVITY AND THAT THERE ARE NUMEROUS OBVIOUS AND NON-OBVIOUS INHERENT RISKS ALWAYS PRESENT IN SUCH ACTIVITY DESPITE ALL SAFETY PRECAUTIONS. NO FARM ANIMAL OR HORSE IS A COMPLETELY SAFE ANIMAL. SOME FARM ANIMALS AND 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 A DISTANCE OF 3 ½ TO 5 ½ FEET AND THE IMPACT MAY RESULT IN INJURY TO THE RIDER. FARM ANIMAL ACTIVITIES AND HORSEBACK RIDING ARE THE ONLY SPORT WHERE MUCH SMALLER, WEAKER PREDATOR ANIMAL, THE HUMAN, TRIES TO CONTROL AND BECOME ONE UNIT OF MOVEMENT WITH ANOTHER MUCH LARGER STRONGER PREY ANIMAL, THE HORSE OR FARM ANIMAL, WITH EACH HAVING A LIMITED UNDERSTANDING OF THE OTHER. IF AN ANIMAL IS FRIGHTENED OR PROVOKED IT MAY DIVERT FROM ITS TRAINING AND ACT ACCORDINGLY TO ITS NATURAL SURVIVAL INSTINCTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO; STOPPING SHORT, CHANGING DIRECTIONS OR SPEED AT WILL; SHIFTING ITS WEIGHT FROM SIDE TO SIDE; BUCKING REARING; BITING; KICKING; FAILING TO RESPOND TO COMMANDS; RUNNING INTO OBJECTS OR RUNNING FROM DANGER, I UNDERSTAND THAT: RIDER/PARTICIPANT IS IN PRIMARY CONTROL OF THE HORSE OR FARM ANIMAL. RIDER/PARTICIPANT'S SAFETY LARGELY DEPENDS UPON RIDER/PARTICIPANT'S ABILITY BOTH AROUND AND ABOARD THE MOVING ANIMAL. I AGREE THAT RIDER/PARTICIPANT SHALL BE RESPONSIBLE FOR RIDER/PARTICIPANT'S OWN SAFETY.

(D). CONDITIONS OF NATURE: I UNDERSTAND THAT: **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a farm animal/horse cause it to fall, or react in some other unsafe way. Examples include, but are not limited to thunder, lightning, rain, wind, sound, sudden movement, unfamiliar objects, humans, wild and domestic animals, insects and/or reptiles which may walk, run or fly near, or bite or sting a farm animal or person, irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape.

(E). CONDITION OF PREMISES: In consideration of being permitted to enter for any purposes any Restricted Area, or being permitted to participate in any way in any farm animal/ equine activity, Rider/Participant, for himself/herself and Rider/Participant's personal representatives, heirs, distributes, guardians, legal representatives, next of kin and assigns acknowledges, agrees and represents that Rider/Participant has, or will immediately upon entering any Restricted Area, and will continuously thereafter inspect such Restricted Area and all portions of Restricted Areas. Rider/Participant's participation, if any, in a farm animal/equine activity constitutes an acknowledgment that Rider/Participant finds and accepts the area as being safe and reasonable suited for the purposes of its use and Rider/Participant further agrees and warrants that if, at any time, Rider/Participant is on or about Restricted Areas and Rider/Participant feels anything to be unsafe, Rider/Participant will immediately advise a **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** representative and will immediately leave the Restricted Area.

(F). EQUIPMENT AND TACK: I UNDERSTAND THAT: In consideration of using equipment and supplies (hereinafter collectively referred to as "tack") of one's own or another individual, Rider/Participant, for himself/herself and Rider/Participant's personal representatives, heirs, distributes, guardians, legal representatives, next of kin and assigns acknowledges, agrees and represents that Rider/Participant has, or will immediately prior to using tack, and will continuously thereafter inspect such tack, and does further warrant that Rider/Participant's use of such tack constitutes an acknowledgement that Rider/Participant finds and accepts such tack as being safe and reasonable suited for the purposes of its use. Rider/Participant further agrees and warrants that if, at any time, Rider/Participant feels any tack is unsafe, Rider/Participant will immediately advise a **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** representative and will immediately cease using such tack or will immediately correct the condition which makes the tack unsafe. I AGREE THAT: I have been fully warned and advised by **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** that I should purchase and wear protective headgear (equestrian riding helmet that meets or exceeds the SI CERTIFIED/ASTM STANDARD F 1163 equestrian helmet), and do understand that the wearing of such headgear while mounting riding dismounting and otherwise being around farm animals and horses may prevent or reduce the severity of some head injuries and even prevent death from occurring as a result of a fall or other occurrence.

(G). ACCIDENT / MEDICAL INSURANCE AGREEMENT AND DISCLOSURE: I AGREE THAT: Should emergency medical treatment be required I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is

and my policy number is

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(H). WAIVER AND LIABILITY RELEASE AND INDEMNIFICATION: I AGREE THAT: In consideration of **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** allowing my participation in any farm animal and equine activity whether located at the property of **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** or location of another facility, I Rider/Participant, and/or the parents or legal guardian thereof if a minor hereby: (1) with full knowledge and appreciation of these and other inherent risks of farm animal and equine activities, Rider/Participant freely and voluntarily assumes the risks of the farm animal/equine activities involved in any aspect of a riding event. Rider also voluntarily agrees to release, wave, discharge, hold harmless and covenants not to demand, sue or otherwise claim from **CHERRY CREEK ARENA LLC, ROBIN FORREST, HARLAND A. FORREST, JR., FORREST HAY & CATTLE CO., LLC** Its premises owners affiliated organizations, or any sanctioning organizations, including but not limited to the **RANCH SORTING NATIONAL CHAMPIONSHIP, LLC**, or any farm animal or equine activity sponsor, equine professional, lessor or operators of the equine facilities, equine owner or lessor, and each of them, their owners, agents, employees, officers, directors, shareholders, members (all herein collectively referred to as "Releasees") from all liability, loss, claims, or actions for injury, to Rider/Participant, Rider/Participant's personal representatives, heirs, distributees, guardians, legal representatives, next of kin, and assigns, for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of Rider/Participant or Rider/Participant's animal or personal property, whether caused by the negligence of the Releasees or otherwise while Rider/Participant is in or upon restricted areas, and/or participating in any farm animal/equine activity; (2) Agree to indemnify and to hold harmless the Releasees and each of them from any loss, liability, damage, claim, action or expense that they might incur by the Event Sponsor for damages arising due to the presence of Rider/Participant in or on the restricted area or in any way participating in any farm animal/equine activity or of actions or inactions of Rider/Participants and Rider/Participant's employees, agents, representatives, trainers, animals, independent contractors, or other acting on their behalf. The term "expenses" shall include, but not be limited to attorney fees, court costs, and other expenses incurred in the defense of any matter asserted which may be covered by this indemnification provision whether caused by the negligence of the Releasees or otherwise; and (3) Assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or on a Restricted Area and/or while participating in any farm animal/equine activity.

(I). SIGNATURE SECTION: RIDER/PARTICIPANT, AND THE PARENTS OR LEGAL GUARDIAN THEREOF IN MINOR, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK AND HAVE READ AND VOLUNTARILY SIGNS THIS AGREEMENT; AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE ABOVE WRITTEN AGREEMENT HAVE BEEN MADE BY ANY OF THE RELEASEES. I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND IT, AND I AGREE TO BE FULLY BOUND BY ITS TERMS. If any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Assumption of Risk, Waiver, and Release of Liability shall be enforced to the greatest extent permitted by law. If any cause of this assumption of Risk, Waiver and Release of Liability conflicts with applicable law, only that cause will be null and void, and the remainder of this Agreement shall stay in full force and effect.

WARNING

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

"I/WE, THE UNDERSIGNED HAVE READ AND DO FULLY UNDERSTAND THE FOREGOING AGREEMENT AND LIABILITY RELEASE."

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|---|---|-----------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | |
| RIDER/PARTICIPANT NAME – (Print) | RIDER/PARTICIPANT SIGNATURE | DATE |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| LEGAL GUARDIAN/PARENT IF MINOR - (Print) | SIGNATURE OF LEGAL GUARDIAN/PARENT | AGE (if minor) |