



RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

You must be 18 to fill out this form.

BY ELECTRONICALLY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.

In consideration for being permitted on the premises and/or to participate in any way in riding lessons, boarding and other related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, Louis XIII Ranch with its principal place of business located at 6095 Western Star Drive, Justin TX 76247 and its directors, officers, agents, employees, volunteers, and property owners referred to as the "STABLE."

2. To release the Stable, their property owners, officers, directors, employees, representatives, agents, volunteers, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Stable or otherwise. By electronically signing this document, I agree to hold the Stable harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Stable, other than what is set forth in this Agreement.

4. This Agreement shall be governed by and interpreted in accordance with the laws of Denton County Texas; and any litigation involving the parties of this Agreement shall be brought within Denton County Texas.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

Inherent hazards and risks include, but are not limited to:

1. Risk of injury from the activity and equipment utilized in riding and caring for horses is significant, including the potential for permanent disability and/or death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of Starline Stables including, but not limited to, operator error.
4. The propensity of horses and other animals to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict a horse's reaction to sound, movements, farm equipment, vehicles, unfamiliar environment, objects, persons, or animals including those that the horse may be familiar with.
6. Natural and man-made hazards including, but not limited to, surface or subsurface conditions, barns, out buildings, tools, equipment, fencing.
7. Propensity for a horse to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, jump, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles, girths or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The horse may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Exposure to outdoor elements, including, but not limited to, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions. Temperature related injuries and illness including, but not limited to heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
15. Encounters with insects, reptiles, and/or animals.
16. Exposure to many common household, environmental and industrial allergens and chemicals.

4. ACCESS AND USE OF FACILITY

- (a) In addition to the services the Stable agrees to provide the Boarder in Exhibit A, but subject to availability and approval of the Stable, at no additional cost, will have reasonable access to:
- (i) The barn, designated parking areas, tack room(s), bathroom, indoor arena, outdoor arena, round pen, wash-rack, and pastures where horses are kept unless that area is closed for maintenance or repair.
 - (ii) Storage of 2 saddles, 2 bridles, 1 [approximately 2'W x 38"D x 2"H] tack trunk PER HORSE. Requests for additional storage space is subject to the approval of the Stable. Storage space is not exclusive, and may be moved by the Stable to another location within the tack room to maximize the use of space.
 - (iii) Storage of 2 seasonal turn-out blankets and/or fly-sheets are allowed per horse and must be stored in the Boarder's tack trunk, horse trailer, or off Stable property when not in regular use.
 - (iv) Storage of 1 horse trailer identified in Exhibit A that is kept in good working order by the Boarder.
 - (v) Use their Horse(s) and their equipment without notice to the Stable during daylight hours unless posted otherwise. The Boarder agrees to reasonably notify the Stable before entering Stable property after dark on an infrequent basis.
- (b) Use of ancillary equipment such as but not limited to, jump standards, poles, markers, obstacles, teaching tools, electronics, tack, helmets, or grooming supplies not belonging to the Boarder IS NOT included or permitted under this agreement without prior permission from the Stable.
- (c) The Stable does not guarantee that its facility is suitable for use in all equestrian disciplines that are not specifically advertised by the Stable.
- (d) The Stable strictly prohibits equestrian activities involving;**
- (i) The use of weapons including but not limited to guns, archery, swords, knives, axes, explosives and fire.
 - (ii) The use of live animals other than the Boarder's Horse(s).
 - (iii) Flagrant physical abuse of animals or people.
- (e) The Stable, at its sole discretion, reserves the right to limit or prohibit any activities deemed to pose undue risk of harm to the facilities, equipment, animals, other boarders and other guests.
- (f) Damage of the Stable's facilities or equipment beyond normal wear and tear by the Boarder, their Horse(s), or their guests, will be billed to the Boarder.

5. PROFESSIONAL SERVICES

- (a) Outside Professionals are defined as veterinarians, farriers, equine chiropractors or massage therapists, equine dentists, saddle fitters, riding instructors and horse trainers who are not employed by the Stable.
- (b) Outside Professionals hired by the Boarder to perform health care related services are not required to sign a waiver with the exception of any tack or saddle fitter.
- (c) Insured and/or qualified outside riding instructors and horse trainers that the Boarder may hire, are subject to prior approval of the Stable, and to a facility usage fee per hour per person for which the Boarder will be responsible. **Before services are performed by an outside riding instructor or trainer, the Boarder must pay any outstanding balances in full.**

6. GUESTS OF THE BOARDER

- (a) Guests of the Boarder are defined as any non-equestrian professional friend or family member that the Boarder invites to the Stable to watch, groom, ride, interact or participate in any activity involving horses.
- (b) THE BOARDER ACCEPTS RESPONSIBILITY FOR THE WELL-BEING AND BEHAVIOR OF THEIR GUESTS AND AGREES TO HAVE THEIR GUESTS READ AND SIGN THE STABLE'S LIABILITY WAIVER. GUESTS OF THE BOARDER WHO ARE CAUGHT INTERACTING WITH ANY HORSE ON STABLE PROPERTY WITHOUT A SIGNED WAIVER WILL RESULT IN A \$50 FINE TO BE PAID BY THE BOARDER.**
- (c) Pets are permitted at the Stable's discretion and prior approval. The Boarder accepts full responsibility for their pet's safety and acknowledges the many dangers present on the Stable's premises such as, but not limited to other animals, vehicles, farm equipment, and poisonous substances.

7. REPRESENTATIONS AND GUARANTEES OF THE BOARDER

- (a) The Boarder represents and guarantees that the Boarder has adequate power and capacity to enter into, and perform under this Agreement and all related documents.
- (b) The Boarder is the legal owner of the Horse(s) or has been authorized by the legal owner under a lease agreement to board the horse at the stable and will provide a copy of their lease agreement to the Stable.
- (c) The Boarder guarantees that the Horse(s) is properly vaccinated, sound, healthy and/or has no other medical conditions than listed on Exhibit A and the Horse(s) is free of any contagious diseases. The Boarder agrees to pay any costs incurred for treatment in the event the Boarder's Horse(s) infect other animals.

8. TERMINATION

- (a) The Boarder agrees to give the stable 30 days notice in writing (Letter, Email, Text Message) to terminate this agreement. Should the Boarder choose to remove their horse before the 30-day period, the Boarder agrees to forfeit the remaining rent. NO EXCEPTIONS for sales or leases.
- (b) Any tack or supplies remaining on Stable property 30 days after departure will become the property of the Stable without notice.
- (c) Horse trailers left on Stable property are subject to a monthly \$35 fee.
- (d) All remaining balances must be paid in full by cash or electronic payment before the horse may leave Stable premises.
- (e) **The Stable reserves the right to terminate this agreement without notice due to breach of this Agreement or any contract between the parties, violation of the Barn Rules, verbal or physical abuse of staff, other boarders or animals and theft by the Boarder or their guests.**

9. DEFAULT AND REMEDIES

- (a) IN THE EVENT THE RENT IS 60 DAYS DELINQUENT, THE BOARDER ACKNOWLEDGES THAT THE STABLE MAY, AT ITS SOLE DISCRETION, RESERVE THE RIGHT TO ADDITIONAL REMEDIES UNDER THE LAW AFTER 15 DAYS UPON RECEIVING WRITTEN NOTICE BY CERTIFIED MAIL, SUCH AS:
 - (i) The Stable assuming ownership of horse(s), tack and supplies
 - (ii) File suit for past due balance and late fees, and require immediate removal of the horse(s) by the Boarder
 - (iii) Sell the horse(s), tack, and supplies with any sums remaining after the past due balance, late fees, extra care, expenses incurred by the sale will be refunded to the Boarder
- (b) THE BOARDER HEREBY WAIVES THEIR RIGHT TO HAVE THE HORSE(S) SOLD IN A PUBLIC AUCTION. THE STABLE MAY ELECT TO SELL THE HORSE IN A PRIVATE SALE OR A PUBLIC AUCTION OF THE STABLE'S CHOOSING.
- (c) This Agreement, together with Exhibit A, shall serve as a "Bill of Sale" for the purposes of obtaining a copy and/or transfer of any vet records, competition records or breed registration papers upon enforcement of this clause.

10. INDEMNITY AND HOLD HARMLESS

- (a) The Boarder agrees to indemnify and hold harmless the Stable from any act of ordinary negligence by the stable, its agents, contractors, or employees from accident, injury, damage, or death whatsoever to any person or their property arising out of the ordinary use or care of horse(s) under this Agreement.
- (b) Insuring property of the Boarder from theft, loss, or damage is the sole responsibility of the Boarder.
- (c) The Boarder agrees to indemnify and defend the Stable from any claim arising out of the ordinary use or care of the horse(s) including all reasonable attorney and court fees.

11. MICELLANEOUS

- (a) The Stable's failure at any time to require strict performance by the Boarder of any of the provisions hereof shall not waive or diminish the Stable's right at any other time to demand strict compliance with this Agreement. No delay by the Stable in exercising any right under this Agreement shall operate as a waiver of any such right. Any waiver of a right must be in writing, and any waiver granted on one occasion shall not operate as a waiver in the event of any subsequent breach of the same or any other provision of this Agreement.
- (b) Any provision of this Agreement which may prove unenforceable or void shall not affect the validity of any other provision hereof, and the remaining portion shall be construed as if executed with the unenforceable or void portion eliminated.
- (c) This Agreement, Exhibit A, Barn Rules and the Liability Waiver constitutes the entire Agreement between the Stable and the Boarder that supersedes any prior communications, negotiations or agreements between the parties.
- (d) This agreement shall be executed, governed by and construed in accordance with the laws of Denton County in the State of Texas. I have read the foregoing, and understand completely the terms and conditions, and willingly enter into this Agreement.

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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