

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Alana Miles Equine Services

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INTRODUCTION

For and in consideration of Alana Miles Equine Services allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, lessee, owner, agent, coach, official, trainer, or volunteer) in activities at Alana Miles Equine Services ("Equine Activities"), I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS

I hereby agree that I have read, understand, and agree to be bound by all applicable facility rules and policies of Alana Miles Equine Services, including but not limited to safety rules, barn rules, and emergency procedures.

B. ACKNOWLEDGMENT OF RISK

I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with equine activities and understand that horseback riding and related equestrian activities are inherently dangerous. Participation in these activities involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain and suffering, permanent disability, paralysis, and death; loss of or damage to personal property (including my mount and equipment); exposure to extreme conditions and circumstances; accidents involving other participants, staff, volunteers, or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues; and other undefined, not readily foreseeable, and presently unknown risks and dangers ("Risks").

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.

C. ASSUMPTION OF RISK

I understand that the aforementioned Risks may be caused in whole or in part by the negligence of my own actions or inactions, the actions or inactions of others participating in the Equine Activities, or the negligent acts or omissions of Alana Miles Equine Services and its representatives. I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Equine Activities. I also agree to be responsible for any injury or damage caused by me, my horse, or my employees or contractors under my direction and control during any Equine Activity.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS, AND INDEMNITY

In conjunction with my participation in any Equine Activities, I hereby release, waive, and covenant not to

sue, and further agree to indemnify, defend, and hold harmless Alana Miles Equine Services, its owners, employees, agents, and volunteers (collectively, the "Released Parties") from any and all liabilities, claims, demands, causes of action, damages, losses, or expenses (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Equine Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE

This Agreement represents the complete understanding between the parties regarding these issues, and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

F. PHOTO/MEDIA RELEASE

I grant permission to Alana Miles Equine Services to photograph or video record my participation in Equine Activities. I understand that these images may be used for promotional purposes, including but not limited to social media, websites, and print materials, without compensation.

SIGNATURE AND DATE

By signing below, I acknowledge that I have read this Waiver, understand its contents, and agree to its terms.

Participant Name: _____

Signature: _____

Date: _____

If Participant is a Minor:

Parent/Guardian Name: _____

Signature: _____

Date: _____

Emergency Contact Phone No.: _____

Contact Information:

Phone Number: _____

Email Address: _____

- No dogs
- No smoking or drinking
- Waiver must be signed to ride
- Riding boots with a heel required to ride
- Jeans required to ride
- Helmets encouraged
- No public restrooms available